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The Solicitors' Journal and Weekly Reporter.

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Current Topics.

The King's Remembrancer.

THERE IS a certain poetic appropriateness in the succession of Sir JOHN MACDONELL to the office of King's Remembrancer, which he takes by virtue of the fact that Master MELLOR's retirement leaves him senior master of the King's Bench Division, and, therefore, *ex officio* entitled to this archaic but not obsolete dignity. Master MACDONELL, notwithstanding the varied and arduous executive duties which fall upon everyone who fills his official post, has found time to fill the chair of Comparative Law in University College, and is a well-known figure in the world of jurists and publicists. His name is especially associated with the new science of judicial statistics, which surely is singularly befitting in one whose future duty it is to keep the "King's Memory." The department possesses a large jurisdiction in common law proceedings by way of the English Information, or Crown suit in Equity. In these days, in which new modes of obtaining revenue from the subject are constantly coming into being, Revenue Practice is continually increasing and becoming more difficult, so that the office which deals with the origination of all equitable proceedings by the law-officers for the recovery of duties and taxes is not likely to languish from want of work.

Neutrals in the Mediterranean.

THE SEIZURE of two mail-steamships belonging to France, a neutral Power, by one of the belligerents in the Turco-Italian war, is the most important event for neutrals that has yet taken place in the war. The situation presents so many possibilities that it is useless, from the point of view of international law, to go at all thoroughly into it at present. In any case it is out of the question to dogmatize ever so mildly. The number of alternatives, some mutually exclusive, into which the whole matter can be divided, according to the point of view taken, is surprising. Is the Declaration of London—although not yet ratified—to be taken as determining the relative positions of France and Italy, or are its provisions to be entirely disregarded, or does it make any difference that the vessels were sailing from one French port to another French port, or is the port of departure a negligible factor? The seizure of the aeroplane on board the *Carthage*, and the capture of the Turks on board the *Manouba*, would each have constituted a first-class incident, difficult enough to settle satisfactorily, had these incidents occurred separately. Coming together, they cannot but interact upon each other in

such a way as to complicate the situation immensely. With respect to the *Carthage* and the aeroplane, the chief practical question is: How will Italy state her grounds of justification for regarding the aeroplane as contraband of war? With respect to the *Manouba* and the Turks on board, how will Italy demonstrate that the party are, as alleged by her, officers in the Turkish army?

Points of Interest in the Dispute.

A SUGGESTION has been made that the matter shall be submitted to the arbitrament of the Hague Tribunal. If this suggestion is not acted on, how will the two Powers settle the dispute? British subjects, lawyers and laymen, looking on must necessarily consider the possible result of the whole incident, according as its ultimate settlement in favour of France or Italy will affect Great Britain favourably or unfavourably, and there can be no doubt that the outstanding point of interest for us is the fact that the French vessels were on the high seas voyaging from one port of their own territory to another. This is also the feature in the case which will appeal most strongly in interest to the lawyer, from its novelty. No such situation appears to be contemplated by the Declaration of London, but apart from the fact that the voyage in each case was merely from port to port in French territory, it would seem to be in the interest of Italy that the case should be governed by the Declaration of London. Article 30 of the Declaration makes the doctrine of continuous voyage applicable to absolute contraband. Italy's difficulty would be of course to shew how the aeroplane can justifiably be held to be absolute contraband. With respect to the Turks on the *Manouba*, article 47 of the Declaration of London is the only authority that can be put forward by Italy in justification of her action. This article is one of the new rules embodied in the Declaration, and, apart from it, international law does not recognize the right of a belligerent to stop a neutral vessel on the high seas and take anyone from on board her. Whether the Declaration of London be called in aid or not, both Powers are governed by article 7 of the Hague Convention of 1907 on the Rights and Duties of Neutrals, by which a neutral Power is not bound to prevent the export or transport, for a belligerent, of munitions of war. France would certainly rely on the circumstance of the vessels voyaging between her own ports as an *à fortiori* justification of her right to freedom from belligerent interference. Fortunately, according to the latest reports, the question is likely to be amicably arranged, partly by arbitration.

After-dinner Advice.

WHERE THERE is a conflict of testimony, it is naturally difficult for a judge to decide where the truth lies, and especially so where there is only the evidence of the parties to the dispute; but it is singular that a rule should be laid down binding the Court, in cases of a particular class, to prefer the evidence of one specified party to that of the other. This, however, has been done in regard to questions of retainer arising between solicitor and client, and in *Crossley v. Crouther* (9 Hare, 386), TURNER, V.C., enunciated the rule that, where there was a conflict as to the authority between the solicitor and client, without further evidence, weight must be given to the affidavit against, rather than to the affidavit of, the solicitor; and WARRINGTON, J., has treated this as the established rule in the recent case of *Re Paine* (Times, 24th inst.). In that case the circumstances (of which we know nothing except from the Times report) may have been such as to call for clear evidence as to retainer. It appears that the solicitor had been employed by the client in certain matters in the ordinary way; but they were on terms of social intimacy, and charges were also made in respect of matters arising out of after-dinner conversations. These related to a proposed purchase of land and to the purchase of shares. The taxing master allowed the charges, but the learned judge, applying the above rule, held that the retainer, alleged by the solicitor and denied by the client, had not been proved. It would seem, however, that there is no necessity for a rule stated in the above manner. The burden of proving the retainer is on the solicitor, and if his evidence is contradicted this is a burden which he has not dis-

charged. The result, doubtless, is the same, but possibly this is a less invidious way of treating the matter than to say that weight must be given to the client's evidence rather than to that of the solicitor. It is quite possible for effective advice to be given and business transacted away from the office, and in exceptional circumstances the after-dinner hour may furnish a convenient opportunity for such advice; where this is the case, and the client accepts the solicitor's services, he is, of course, entitled to be remunerated.

Personal Service of Notices.

WHERE SERVICE of a notice is directed by statute or agreement as a preliminary to some right or liability, personal service may be impracticable on account of the absence of the person to be served. It is, accordingly, usual to provide for some other method of service, such as the sending of the notice by registered post, or leaving it upon the premises to which it relates; and it then becomes a question whether such method is essential, or only alternative—in other words, whether the notice is well served if, in fact, it comes to the knowledge of the person affected, notwithstanding that the prescribed mode of service has not been adopted. In *Jarvis v. Hemmings* (Times, 20th inst.), before WARRINGTON, J., last week the point arose with reference to service of a notice under section 6 of the Law of Distress Amendment Act, 1908. Under that section, where the rent of the immediate tenant is in arrear, the superior landlord may "serve upon any under-tenant or lodger a notice (by registered post, addressed to such under-tenant or lodger upon the demised premises)," requiring future payment of rent to be made direct to the superior landlord until the arrears are satisfied. In the present case the notice had been served on the under-tenant personally, and WARRINGTON, J., held that this was good, notwithstanding the direction for service by registered post, and there is authority for this common-sense view, both as regards statutes and agreements. Thus in *Walters v. Rumbal* (Lord Raymond, 53), where a notice before sale of a distress was required by 2 Will. & M., session 1, cap. 5, to be served on the chief mansion house or other notorious place on the premises, it was held that personal service was good. The intent of the Act, the court said, was only that the party should have notice, and that was effected by personal service better than if the notice had been left at the house or other notorious place. And more recently in *Worthington & Co. v. Abbott* (1910, 1 Ch. 588), where a covenant in a mortgage of a public-house provided for payment on demand in writing left at the public-house, EVE, J., held that it was not essential to serve the demand in this way, but that effect was given to the intention of the parties to the deed by bringing home to the mortgagor that the mortgagees were demanding their money. Such provisions are meant to meet the case of personal service being impracticable, but they do not exclude such service.

Master Burney.

THE DEATH of Mr. CHARLES BURNEY, better known as Master BURNEY, will create a feeling of universal regret in legal circles, as well as among the large number of friends and acquaintances who knew him in private life. Formerly one of the chief clerks of the Court of Chancery, he afterwards became a Master of the Supreme Court in Chancery. He held the appointment for thirty-two years, from November, 1877, to December, 1909, when he retired on account of failing health. The only son of the late Archdeacon BURNEY, Vicar of Surbiton, he was educated at Winchester College and Corpus Christi College, Oxford, and afterwards was a member of the firm of Paterson, Snow, and Burney until the time of receiving his official appointment. Those who practised before him in Chancery Chambers will remember him as a man of sound judgment and a just mind, who administered justice with vigorous power of decision tempered always with a genial humour and kindly consideration for the feelings of those before him. He was rarely wrong in his decisions, which were seldom upset on appeal; and among the six judges under whom he successively worked—including some of the ablest who occupied the bench in recent times—he numbered several friends. He

married, in 1867, ROSE NICHOLL, the eldest daughter of the late Canon NICHOLL, Rector of Streatham, who survives him, and he leaves six daughters, of whom three are married. He leaves no son, and this is a subject for regret, for his death terminates the unbroken line of CHARLES BURNEYS who have figured in history, from the "Musical Doctor" downwards, for over a hundred and fifty years. In unofficial life Mr. BURNEY was a strong churchman and a prodigious worker. He was Vicar's Churchwarden of his parish of St. Mary Magdalene, Wandsworth Common, from the opening of the temporary church in 1870 until 1891, and again from 1898 to 1910; and nowhere is his loss more keenly felt than by his fellow-parishioners, among whom he lived and worked for nearly thirty-eight years. He was a valued contributor to the columns of this journal, and in legal literature he was one of the editors of Wilson's Judicature Acts, and on its amalgamation with the Annual Practice became one of the editors of that book—a work which he continued down to the time of his retirement, twenty-five years later. He was also the editor of Daniell's Chancery Forms, a book which remains a standard work on Chancery procedure. Those who possessed his personal friendship will remember him for his geniality and warmth of affection, and his ever ready sympathy and loyalty. The world is poorer by his death.

Wasp-Sting as an Accident.

AN INTERESTING Workmen's Compensation Case was decided by Judge MULLIGAN, K.C. at the Downham County Court on January 4th (47 *L. J. Newspaper*, p. 24). A waiter had been employed by a caterer in connection with a wedding-feast at Shouldham. A dinner was being given to the village residents, and the meal was served in a tent. While carrying pastry, preserves and jams into the tent, the waiter was stung to death by one of a swarm of wasps which had gathered there; his dependants duly claimed compensation under the Act of 1906. Obviously the accident arose in the course of the employment; but the question remained as to whether it arose out of it. It is now well-settled that the answer to this query depends on whether the risk is one peculiar to the employment, or is merely an ordinary human risk which anyone in the locality of the accident might suffer, whether or not he was engaged in the particular employment to which the sufferer belonged: *Kitchenham's Case* (1911, A. C. 417). That is, again, a pure question of fact, to be decided upon a careful consideration of all the circumstances which are the environment and concomitants of the accident: *Barnes v. Nunnery Colliery*, per Lord LOREBURN (*Times*, December 12th, 1911). His Honour applied these principles to the actual facts of the case before him, and came to the conclusion that (1) the deceased was stung on the tongue by a wasp in the course of his employment, (2) his death resulted from the shock consequent thereon, and, therefore, was an accident, and (3) this accident did not result from any common risk from wasps, but was due to a special and peculiar risk incident to the employment of a waiter at an open-air feast. He therefore found in favour of the applicant—a decision which seems to be in accordance with the principles which govern this class of cases.

The Salford Hundred Court of Record.

PROBABLY, in course of time, Lord LOREBURN's reforming hand will be laid, one by one, on all the ancient Courts of Record which still exist largely untouched by the innovations of the Judicature Acts, and of which the most important are the Mayor's Court, the Salford Hundred Court, the Liverpool Court of Passage, the Bristol Tolzey Court, and the Derby Court of Record. A few small but not unimportant changes, made by one of last year's statutes (the Salford Hundred Court of Record Act, 1911), have practically turned this ancient local court of Record—whose origin is lost in time immemorial—into a modified county court. The jurisdiction of the court has been somewhat diminished, so that in future it can try no actions for libel, seduction, or breach of promise. As a compensation, its ordinary jurisdiction in claims for debt or damages may be extended from £50 to £100, if the Chancellor of the Duchy of Lancaster chooses to make an order to that effect. Jurisdiction is also given—as in the case of another anomalous

old Court of Record, the Mayor's Court of London—to try cases where part of the action arises within the jurisdiction; but a safeguard is introduced to prevent the abuse of this right. Where the defendant does not reside within the Hundred, the plaint is not to issue without the leave of the court. This salutary proviso is taken from the County Court Rules, which require, in addition to the leave of the court, an affidavit by the plaintiff that the defendant was "personally present" within the jurisdiction when the contract was made. This reform is aimed at the abuse of the old right, which so often arose when poor defendants, residing far away, were summoned before the court on a flimsy pretence that some part of the legal cause of action occurred there—such as the dating of the contract from an address in Salford. As will be seen elsewhere, a committee has just been appointed to frame rules and orders for regulating the practice of the court and the scales of costs.

"Object Akin to the Preaching of a Sermon."

WE REPORT elsewhere a quaint case (*Attorney-General v. Pelley and Others*), in which it fell to PARKER, J., to decide the present destination of the income of a charity, founded in 1580, for the application of a fixed sum out of such income in the providing weekly of loaves for the poor, and the residue (if any) "to be employed for or towards the charges of a sermon once in every year, to be made [sic] in the parish church of West Ham." Owing to the increase in the rental of the land devoted to the charity, the residue of income, beyond the fixed sum for loaves, now amounted to rather over £300 a year. It was obvious that this would be a somewhat extravagant fee for a sermon, even by an archbishop, and the question was, to what object it was to be appropriated? PARKER, J., held that it must be applied, *cy près*, to "purposes akin to those of preaching a sermon"; and he directed a scheme for this purpose to be prepared in Chambers. Now, according to the *cy près* doctrine, the gift is to be effectuated by moulding it so that, as nearly as possible, the intention of the benefactor may be carried into effect. But what objects can be said to be akin to the preaching of a sermon? "Preaching," it appears, is to be distinguished from "ministration" of the Sacraments (*Re Robinson*, 1897, 1 Ch. 85), but we are not aware of any other definition of the word. The delivery of a course of lectures on some theological subject would probably come nearest to the preaching of a sermon, if it were not for the fact that a text, taken from Holy Writ, is usually considered as essential to a sermon, and would, undoubtedly, be so considered by the donor in 1580; and that the preaching of a sermon presupposes the boxing-up of the speaker in a more or less lofty enclosure. We shall look with interest for the scheme to be prepared in Chambers, which is to settle "the object akin to the preaching of a sermon."

Admissibility of Wife's Evidence.

WE RECENTLY referred to some cases under the Criminal Evidence Act, 1898, by which husband and wife are now held to be both competent and compellable witnesses for and against each other in certain circumstances. That the Criminal Evidence Act, 1898, requires to be supplemented by the addition of further enactments to its schedule appears from a recent case in the Divisional Court, where the Act of 1898 was held not to apply. In *Director of Public Prosecutions v. Blady* (*Times*, January 19th), the magistrate had held the wife's evidence inadmissible, and had stated a case. The respondent was charged, on the information of his wife, with living on the earnings of the wife's prostitution. The wife was tendered as a witness, but the magistrate refused to admit her as a witness, and the prosecution apparently broke down for want of evidence. The Divisional Court, by a majority (PICKFORD and AVORY, JJ.) held that the magistrate was right, and that the wife's evidence was inadmissible. LUSH, J., dissented, and thought the evidence should have been admitted, on the ground that the circumstances constituted an exception to the common law rule as to husband and wife; the wife here being the only witness, and the offence charged concerning her personally. The majority of the court thought the exception to the common law rule should not extend to the present case, on the ground (apparently) that the offence charged was living on the proceeds

of prostitution, which might have meant the prostitution of some other woman. It was also held that the Criminal Evidence Act, 1898, only applied to some, not to all, offences under the Vagrancy Act, 1824. It should be added that the majority of the court expressed dissatisfaction at having to decide as they did. The case illustrates the extreme difficulty that exists in successfully "tinkering" with the law of evidence as it affects husband and wife.

Defects in the Construction of Law Courts.

THOSE who complain of defects in the construction of our law courts should remember that similar complaints are common enough in the States beyond the Atlantic. In an article in the *North American Review* by Judge GEORGE C. HOLT, on the inadequate provision for the permanent requirements of the established courts, the learned writer observes that the original design and arrangement of the building appropriated for the purpose of the New York courts are fundamentally and irremediably wrong. The Government architect who designed it entirely omitted the usual arrangement which should exist in all court houses, by which the judges and court officers have access to the court houses, and to their own chambers and offices, by passages distinct from those used by the public. In the present building all the judges and court officers pass between their rooms and the court rooms through the general corridor in the building. Judges habitually, after sentencing a convict, pass back to their chambers through an angry and weeping crowd of his relatives, friends, and often perhaps of his confederates. The lighting and ventilation of the building are generally poor, those of the rooms in the interior of the court very bad. Many rooms, originally designed for purposes for which they are not employed, are either too large or too small for uses to which they are now put. In our own courts, on the other hand, a room not intended for a court now makes the best court in the buildings. In the New York court large spaces are wasted, and the whole building shews a general absence of any architectural skill or capacity in its original design and arrangement. The building of law courts has, during the last century, largely increased in all the principal States of the civilized world. But the intelligent construction of law courts has made comparatively little progress, and is possibly of all departments of architecture the least understood.

Money-lenders as Bankers.

SECTION 2 of the new Money-lenders Act introduces a much-needed reform. Sub-section 1 enacts that "no person shall be registered as a money-lender under any name including the word 'bank,' or under any name implying that he carries on banking business," and names of this kind already registered are to be removed from the register. Sub-section 2 imposes penalties for advertising that the money-lender carries on a banking business. Possibly in practice this restriction on the misuse of the word "bank" will be found sufficient. But a more general prohibition against the use of "bank" would seem to be required. Indeed, legislation on the lines of the Assurance Companies Acts might even be beneficial, and the example of some of the oversea dominions might well be followed in legislation with regard to banks. The Victorian Companies Act, 1910, contains, in section 281, several useful provisions. The title of a "bank" may not be assumed by any company that has less than £200,000 subscribed, and £75,000 paid up, capital. The use of the title "bank" is also forbidden to any "person or firm not incorporated." Some such provision as this, with a saving for existing *bond fide* banking houses, would do much to suppress bogus banks, including those that might escape the net of the Money-lenders Act, 1911. A bogus bank may flourish by borrowing money on practically no security, as well as by lending at exorbitant interest.

Liability of Grandfather for Maintenance of Grandchildren.

AN ORDER of a rather unusual character was recently made by one of the London stipendiary magistrates. It was upon a grandfather, and required him to make weekly payments for the

maintenance of his grandchildren who had become chargeable to the Union. The common law, as is well known, creates no obligation on the part of the father to support his children. As was said by Lord ABINGER in *Mortimore v. Wright* (6 M. & W. 482), "In point of law, a father, who gives no authority and enters into no contract, is no more liable for goods supplied to his son, than a brother, or an uncle, or a mere stranger would be." The French law, on the contrary, not only requires parents to feed, support and maintain their children, but compels the children to support their father and mother, and other ascendants who are in want. The defects of the English common law are to some extent remedied by the poor law statutes, by which the grandfather, equally with the father, is liable, being of sufficient ability, to be ordered to maintain his grandchildren who are in a destitute condition and unable to work.

The Effect of the Conveyancing Act, 1911.

(1) As to the Right to Light.

WE ought certainly to welcome anything which tends to fortify the person who buys a house hoping to enjoy the amenities of its rooms by the light of day. As the provisions of section 11 of the Conveyancing Act, 1911, may be utilized in certain cases to serve this end, it is proposed to point out in this article the extent of the assistance afforded by the new statutory enactment, and the occasions when that assistance ought to be employed.

At the outset it is well to point out that, so far as light is concerned, there are only two cases where the provisions of the section are material. The first is where a purchaser buys his house from a vendor who retains the land over which the light comes to the windows of the house. The second is where the purchaser buys land with the expressed intention, known to the vendor, of building a house with windows overlooking other land of the vendor. The principles in both these cases are the same; and as it would be an unnecessary elaboration of the article to deal with both of them, we shall concentrate our attention on the first case only.

If the reader refers to section 11 (1) of the Act he will find it enacted that

"Where land having a common title with other land is disposed of to a purchaser . . . who does not hold or obtain possession of the documents forming the common title, such purchaser, notwithstanding any stipulation to the contrary, may require that a memorandum giving notice of any provision contained in the disposition to him restrictive of user of, or giving rights over, any other land comprised in the common title, shall . . . be indorsed on . . . some one document selected by the purchaser but retained in the possession or power of the person who makes the disposition, and being or forming part of the common title."

It may be as well to remind the reader that unless there is a prescriptive right to light, or, as it is now called, a prescriptive light easement, a man is not entitled to the enjoyment of the light which may, in fact, come to his windows over the land of his neighbour. However unneighbourly the act may be, his neighbour may build on the boundary and thus block out the windows without incurring anything more serious than the enmity of the owner. When a man buys a house with windows deriving light from over his neighbour's land, he must, in the absence of a prescriptive right, purchase from that neighbour the privilege of using his newly-acquired rooms without the necessity of burning artificial light. Those who have had practical experience in this matter will agree that this is often a dearly-bought privilege. If, however, the adjoining land over which the light comes is also the property of the vendor of the house, then, in that event, the law does come to the aid of the purchaser; for in this case it implies an obligation on the common owner, after he has sold the house, not to obstruct the windows. This doctrine was recognized so long ago as 1675 in the case of *Palmer v. Fletcher* (1 Lev. 122), and has never since been doubted.

The section of the new Act which we have now under review, can only apply to a case where there is a common owner of the house and the adjoining land. "If, then," it may be asked, "the law implies a right to light, why trouble with indorsement?" To this we would respectfully reply, "Wait and see."

Now let us appreciate the true significance and benefit of indorsing on a document retained by the common vendor, notice of a restriction upon the user of the land which the common vendor retains in his ownership. Such an indorsement will fix subsequent purchasers of the retained land with notice that restrictions have been imposed on that land. In this way provision is made against the upturning of that inopportune person, the purchaser acquiring the legal estate in the land without notice of the restrictions imposed on its user. As against this person restrictive covenants for the protection of windows, however carefully they may have been framed with the view of securing their perpetual appurtenance, are wholly futile. He may rightfully disregard them if he had no notice of them when he acquired his legal estate; and he may erect what buildings he pleases, regardless of the results on his neighbour's light—assuming, of course, that, in the meantime, his neighbour has not acquired a prescriptive right. It is, obviously, the primary object of the section to give opportunities of fixing subsequent purchasers with notice, and thereby to reduce the vulnerability of mere restrictive covenants.

The amount of light to which the purchaser would become entitled, under the implied obligation imposed by law on his vendor and his successors in title, may not be sufficient for the purchaser's purposes. At most, he would only get an ordinary light easement, as defined by the House of Lords in *Colls v. Home and Colonial Stores, Ltd.* (1904, A. C. 179), which is not a very high standard of illumination. If the purchaser requires more, he must stipulate for a covenant in the conveyance whereby the vendor undertakes, for himself and the owners for the time being of the land retained, to abstain from building within a prescribed distance from the windows. This is clearly nothing more or less than a restrictive covenant binding the retained land; but defeasible, nevertheless, by a subsequent purchaser who acquires the legal estate in that land without notice of the covenant. In such a case, therefore, the purchaser ought to have recourse to the new statute, so as to secure the enjoyment of a standard of light higher than that which the law would bestow on him by implication. So much for the most obvious occasion when a purchaser ought to procure indorsement. But this does not exhaust all the occasions where indorsement may be desirable, as we shall now point out.

The nature of the implied obligation which the law imposes, as we have seen, when a vendor sells a house overlooking land which he retains, has always been a matter of dispute. It cannot be said at the present day to be free from doubt whether the obligation is, in theory, based on an implied grant of a right *ne facias*, or on an implied covenant restrictive of building. If the former view be correct, no indorsement is necessary to protect the windows. The right is a legal one binding the land, and enforceable against all subsequent purchasers of the land whether with notice or not. If, on the other hand, the latter view is correct, indorsement is every bit as necessary and desirable as in the case of a mere restrictive covenant not to build within a prescribed distance of the windows. It was said by LITTLEDALE, J., in *Moore v. Rawson* (1824, 3 B. & C., 332, at p. 340), that light is not the subject of actual grant, and that the right to insist upon non-obstruction arises by covenant which the law implies. WATSON, B., in *Rowbotham v. Wilson* (1857, 8 E. & B., 123, at p. 143), laid it down that "whatever expressions are used in some cases referring to grants of light, it is laid down that such a grant is only a covenant not to build on the adjoining land." CRESSWELL, J., in the last-mentioned case, clearly stated that light was not the subject-matter of a grant. Many other authorities of more recent date could be cited in support of the same view. BOWEN, L.J., Lord LINDLEY and Sir EDWARD FRY have always shewn themselves to be of this opinion. On the other hand, however, there is an equally imposing array of distinguished lawyers who have maintained that the implied

obligation to refrain from interfering with light rests on a right *ne facias*. Lord BLACKBURN was always a strenuous exponent of this latter view. "Why should it be impossible," he asked in the celebrated case of *Dalton v. Angus* (1881, 6 A. C. 740), "for the owner of the adjoining land to grant a right of unobstructed passage over it for that light in that course?" "My brother HAYES," said BRAMWELL, B., in the case of *Rowbotham v. Wilson* (*supra*), "said presumed grants of windows were idle fictions which ought never to have been invented. Perhaps so, but the fact that they were shews that the inventors and everybody else supposed that real grants of such a nature would be good." Although the present writer stands pledged to the soundness of the latter view, which was shared by Lord SELBORNE and others, it must be readily admitted that the question is not free from doubt; and that, if the simple act of indorsement is to remedy the possible invalidity of the implied obligation so as to make it enforceable as against a purchaser of the legal estate without notice, then by all means let indorsement be made. Indeed, even assuming that the implied obligation rests on a grant *ne facias*, and amounts to the grant of a legal easement charging the adjoining open land, and enforceable against all purchasers, even those who acquire the legal estate in it without notice, still, indorsement means a practical benefit to the purchaser of the house, for it will diminish the risk of litigation; and litigation, even from the point of view of a successful litigant, is a thing to be avoided. Without indorsement there is no record of the right. No record is, as a rule, preserved of the state of circumstances which gave rise to the implied obligation—viz., the circumstance that, at the time of the sale of the house, the vendor retained the adjoining open land. This circumstance can only be ascertained subsequently, when the land has become severed in ownership from the house, by a comparison of the two titles; but a subsequent purchaser of the open land has no privity entitling him to an inspection of the title to the house. If the latter has involved himself in expense in commencing to build on the open land, a building which, if completed, would infringe the implied rights of his neighbour, he will be much more prone to litigate those rights than if he had been forewarned of their existence by finding notice of them indorsed on his title.

The moral to be drawn from the foregoing remarks is this—when you buy a house overlooking your vendor's land, stipulate in your contract for the insertion in your conveyance of an express covenant by him, on behalf of himself and subsequent owners of the adjoining land over which the house derives its light, to refrain from obstructing the light coming to your house. This will entitle you to indorsement on a document of the common title retained by him. Do not leave it to the law to imply your right; for if you do so leave it, it does not appear, from the wording of section 11, that you could claim the right of indorsement; for the implied obligation could hardly be construed as a "provision contained in" your conveyance.

Finally, it may be added, that it is to be regretted that the wording of the section is not so clear as might be. In order that there may be a right of indorsement there must be a common title. Upon the *prima facie* meaning of the words employed, it appears that the section does not apply to the case where the common owner has acquired the house under one title, and the land adjoining by another title. It may, of course, be said that the fact of common ownership in one owner creates a common title within the meaning of the section; or that the right of the purchaser of the house to have recourse, for the purposes of indorsement, to a document forming part of the title of the adjoining land, creates a common title. But the first view does not give to the words their more obvious meaning, and the second view begs the question. Again, supposing the common owner has acquired the adjoining land through a long series of descents and devises, in this case there would be no document upon which an indorsement could be usefully made, so the benefits of the Act would not be available.

We may, however, safely recommend all purchasers, under the circumstances we have mentioned, of house property, to place themselves in the position of availing themselves, or if they find themselves in that position, then to avail themselves of the privi-

leges of indorsement afforded by section 11 of the Conveyancing Act, 1911; and we may regard the section as a piece of salutary legislation, although judicial interpretation may be needed to rid it of some of its obscurity.

Section 41 of the Trade-Marks Act, 1905.

SECTION 41 of the Trade-Marks Act, 1905, enacts in a proviso that "Nothing in this Act shall entitle the proprietor of a registered trade-mark to interfere with, or restrain the user by any person of, a similar trade-mark upon or in connection with goods upon or in connection with which such person has, by himself or his predecessors in business, continuously used such trade-mark from a date anterior to the user of the first-mentioned trade-mark by the proprietor thereof or his predecessors in business, or to object (on such user being proved) to such person being put upon the register for such similar trade-mark in respect of such goods under the provisions of section 21 of this Act."

There has been, we believe, no decision in any reported case as to the construction of the word "user" in this proviso, although there were *dicta* in the case of *Williams (Limited) v. Massey (Limited)* (28 R. P. C. 512) by the Vice-Chancellor LEIGH CLARE. "There are two obvious questions:—first, does 'user' mean user before the date of the registration of the proprietor or user at any time? and, secondly, what must be the extent of the user in question?" In the case above referred to, the plaintiffs were suing for an infringement of their registered trade-mark, and the defendants claimed the protection of the proviso, alleging that they had used their trade-mark prior to the user of the plaintiffs. The Vice-Chancellor held it was established that the plaintiffs' user was in fact prior in date to the defendants', and on this ground he decided in the plaintiffs' favour; but in the course of his judgment he intimated that in his opinion the user must be a user prior to the registration, and he further intimated his opinion that the user must be a substantial user, and not user by the sale of a single piece or very few pieces of goods with the trade-mark on. With regard to the first question, we think there can be no doubt but that the "user" referred to in the proviso is a user prior to the registration of the trade-mark to protect which proceedings have been taken. As to the second question, we agree with the Vice-Chancellor that the user must be a substantial user, and that the sale of a few articles, with the mark complained of on them, is not the user contemplated by the section; but this still leaves open the further and more difficult question—What is a substantial user? We think that the answer to this question must, to a great extent, depend upon the circumstances of each particular case. It certainly must not be a colourable user, and equally certainly it must be a commercial user—that is, a user in the ordinary course of some established trade. The sale of a single article with a trade-mark on it could not certainly be held to be user; but how many articles must be sold to constitute user must depend, to a great extent, upon the nature of the article. The sale of three pieces of soap we do not think would be held user, but the sale of three large machines might well be held to be user. Further, we think it is clear that mere offering for sale could not *per se* be held to be user; but supposing a trader manufactures a number of articles, and puts them in his shop windows, or even puts them in his warehouse, and holds himself out as ready to sell them by price lists, advertisements or otherwise, is this a user within the proviso? We incline to the view that it is, although a doubt may be cast upon this view by the fact that the language of the proviso is "continuously used," which certainly implies that the user on one occasion only would not be sufficient. As to what is continuous user for the purposes of the proviso, it could not, we think, be held that continuous user means user *de die in diem*, or anything like it; it must mean continuous user in a commercial sense, because it frequently happens that, without intending to abandon the sale of particular

goods, a trader is compelled to cease the sale of them for a time by force of circumstances.

It will be noticed that the proviso to section 41 not only prevents the owner of a registered trade-mark from objecting to the use of a similar trade-mark by another who has used it continuously from a date anterior to the use of the registered trade-mark, but also prevents his objecting to the registration by that other of such similar trade-mark. The question whether the owner of an unregistered trade-mark is in the same position in this respect as the owner of a registered trade-mark, arose in the case of the *Trade Mark of Southall Brothers and Barclay (Limited)* (28 R. P. C. 481), and was decided in the negative. There the applicants for the registration of the word "Eiderdown" had used it as their trade name for toilet powders for twenty years. The application was opposed by a man who had used the same word for the same goods for five years, and the application was refused by the Registrar. The applicants appealed to the Court, and NEVILLE, J., allowed the appeal. He said that if, when the applicants had made their application, the opponent's trade-mark had been on the register, he could not, under section 41, have opposed the registration; and consequently, if his opposition were to succeed, it would follow that his position was better because he had not registered, and that although if he had been registered he could not have opposed, still, inasmuch as he had not registered, he could successfully oppose. NEVILLE, J., stated that in his opinion that would stultify the Act altogether, and he did not think that any such result was intended. He held that the ground of opposition alleged was not a sufficient ground, and that the applicants' mark ought to be registered.

Reviews.

Railway Companies.

THE LAW OF RAILWAY COMPANIES. BEING A COLLECTION OF THE ACTS AND ORDERS RELATING TO RAILWAY COMPANIES IN GREAT BRITAIN AND IRELAND, WITH NOTES OF ALL THE CASES DECIDED THEREON. By J. H. BALFOUR-BROWNE, K.C., and H. S. THEOBALD, K.C. Fourth Edition by J. H. BALFOUR-BROWNE and HAMILTON CONACHER, B.A., LL.B., Barristers-at-Law. Stevens & Sons (Limited).

The present edition of "Browne and Theobald" includes the statutes passed since the issue of the third edition in 1899, and also several additional statutes of earlier date, such as the Telegraph Act, 1878, and the Companies Clauses Acts, 1888 and 1889. There are now considerably over a hundred Acts of Parliament affecting railways, and they form a body of law which is most conveniently treated by setting out the text of the Acts in chronological order, and adding explanatory notes and references to the cases. For a particular part of the law, such as the taking of land under the Lands Clauses Act, 1845, this may not be an ideal method of expounding the subject; but taking railway law as a whole, it would be impracticable, perhaps, to deal with it in any other way, and this is the way with which the profession are familiar in the present work. The appendix contains the bye-laws for the use of railways by the public, and forms of special contracts of carriage under section 7 of the Railway and Canal Traffic Act, 1854. The notes on that Act and the Railway and Canal Traffic Act, 1858, with reference to facilities, undue preference, and through rates, have been re-written and rearranged, and a useful feature is the inclusion of the decisions under the Railway and Canal Traffic Act, 1894, on the increase of rates and charges. Considering the magnitude of the interests at stake, it is not surprising that cases affecting railways frequently find their way to the House of Lords, and among other matters the question of compensation for minerals and the right of support to the surface has been before that tribunal in *Butterknowle Colliery Co. v. Bishop Auckland Industrial Co.* (1906, A. C. 305) and *New Moss Colliery v. Manchester Corporation* (1908, A. C. 117). The former case affirmed the common law right of surface owners to support, where not distinctly taken away by statute, and the latter affirmed the right of owners to lateral support. Still more recently, the construction of the mining clauses of the Railways Clauses Consolidation Act, 1845, has been before the Court of Appeal in *London and North-Western Railway Co. v. Howley Park Coal Co.* (1911, 2 Ch. 97), and it has been held that the clauses apply to lands acquired by voluntary purchase after the expiration of compulsory powers. On another point also—the effect of a notice to treat—there have been interesting decisions. *Mercer v. Liverpool, &c., Railway Co.* (1904, A. C. 461) affirmed the principle that after the notice the lands cannot be so dealt with as to increase

the compensation payable, while in *Dawson v. Great Northern and City Railway* (1905, 1 K. B. 260) it was held by the Court of Appeal that a claim to compensation under section 68 of the Lands Clauses Act, 1845, was capable of assignment. These cases are duly noted, and the question of compensation for injury to land is dealt with at length, and a full list of the authorities is given. The scope of the work includes the proceedings on private Bills in Parliament, the taking of lands and the construction of works, the carrying on of the undertaking, the carriage of passengers and goods, and the jurisdiction of the Railway and Canal Commission. The new edition forms a very full guide to all matters relating to railway law.

The National Insurance Act, 1911.

THE ALPHABET OF THE NATIONAL INSURANCE ACT, 1911. By C. G. MORAN, Barrister-at-Law. 1s. net. Methuen & Co. (Limited).

This little book is a really useful guide to the provisions of the National Insurance Act. It states the provisions of that measure, either in the words used therein, or in clear and untechnical language so as to be easily understood by laymen. And it collects together, and states under alphabetical headings, all the sections bearing on the same subject—an invaluable help to the student of the Act. Judging from the tests we have applied, the work appears to be very carefully and ingeniously done; and considering its small size, it ought to find its way into every solicitor's office. There are tolerably certain to be heaps of questions arising when the Act comes into operation, and it is expedient that every lawyer should know his way through the complicated sections.

Books of the Week.

General Average.—The Law of General Average, English and Foreign. By the late RICHARD LOWNDES, Average Adjuster. Fifth Edition. By EDWARD L. DE HART, M.A., LL.B. (Cantab). Barrister-at-Law; and GEORGE RUPERT RUDOLF, Member of the Association of Average Adjusters. Stevens & Sons (Limited).

Roman Law.—Historical Introduction to the Roman Law. By FREDERICK PARKER WALTON, B.A. (Oxon.), LL.B. (Edin.), Hon. LL.D. (Aberdeen). Second Edition, Revised and Enlarged. William Green & Sons.

Railway and Canal Commissioners.—Reports of Cases decided by the Railway and Canal Commissioners. By J. H. BALFOUR BROWNE, K.C.; WALTER H. MACNAMARA, a Master of the Supreme Court; RALPH NEVILLE, LL.B., and W. A. ROBERTSON, B.A., Barristers-at-Law. Vol. XIV. of Railway and Canal Traffic Cases. Sweet & Maxwell (Limited).

Digest.—Mews' Digest of English Case Law. First Annual Supplement, 1911, containing all the Reported Decisions of the Superior Courts, including a Selection from the Scottish and Irish; with a Collection of Cases followed, distinguished, explained, commented on, overruled or questioned. By JOHN MEWS, Barrister-at-Law. Sweet & Maxwell (Limited); Stevens & Sons (Limited).

Workmen's Compensation.—Workmen's Compensation Appeals, 1910-1911. A Critical Commentary on the Workmen's Compensation Case Law for the past Legal Year, and brought up to date to the Time of Publication. By C. Y. C. DAWBARN, B.A., Barrister-at-Law. Sweet & Maxwell (Limited).

Carriage by Railway.—The Law of Carriage by Railway. By HENRY W. DISNEY, B.A. (Oxon.), Barrister-at-Law. Third Edition. Stevens & Sons (Limited).

National Insurance Act.—National Insurance Act, 1911. Being a King's Printers' Copy of the Act; and a Reprint of Official Explanatory Memoranda relating thereto, bound up with an Index to the Act. By W. P. SPENS, Barrister-at-Law. The Solicitors' Law Stationery Society (Limited).

Law Quarterly Review.—The Law Quarterly Review. Edited by the Right Hon. Sir FREDERICK POLLOCK, Bart., D.C.L., LL.D. January, 1912. Price 6s. Stevens & Sons (Limited).

In celebration of the coming-of-age this year of the Royal Society of Portrait Painters, the Lord Chief Justice, says the *Evening Standard*, made an amusing speech. The pleasure of being painted by a distinguished artist, Lord Alverstone said, was not without its alloy. The other day a friend of his, looking at his most excellent portrait painted by his distinguished friend Mr. Collier, said, "Do you think you would like to be as wise as Collier has made you look?" "I should," replied Lord Alverstone. The friend said, "Well, you can't."

Correspondence.

Mortgages by Demise.

[To the Editor of the Solicitors' Journal and Weekly Reporter.]

Sir,—Referring to the valuable article in your last week's issue, under the heading "Mortgages by Demise," would you be good enough to inform me whether the words "legal term or" should not have been inserted before the words "*interesse termini* outstanding" appearing at the end of the paragraph headed "Second Mortgage by Subdemise"; and also whether the alteration in the declaration of trust suggested in the final paragraph of the article is intended to apply to a first mortgage by subdemise or a second mortgage by subdemise or both.

May I also be allowed to suggest that it would be very useful if the cases,

(a) Where the first mortgage is by subdemise and the second mortgage is by assignment;

(b) Where the first mortgage is by assignment and the second mortgage is by subdemise; and,

(c) Where both the first and second mortgages are by assignment,

were also discussed; and also if it were made clear whether a statutory receipt endorsed on a building society mortgage of leaseholds by subdemise, pursuant to section 42 of the Building Societies Act, 1874, would operate to pass an *interesse termini*.

Lewes, Jan. 24.

REGINALD T. BAXTER.

[We hope to reply to some at least of our correspondent's queries next week.—Ed. S.J.]

CASES OF THE WEEK.

High Court—Chancery Division.

Re HAYGARTH, WICKHAM v. HOLMES. Joyce, J.
12th—22nd Jan.

WILL—LIMITATIONS AFTER AN ESTATE TAIL—REMOTENESS—PERPETUITY—GIFT NOT VESTING IMMEDIATELY AT EXPIRATION OF ESTATE TAIL—GIFT VESTING WITHIN PERMITTED PERIOD—VALID GIFT.

A limitation after an estate tail is not void for remoteness, even though the persons entitled cannot be definitely ascertained immediately on the determination of the estate tail, if in the circumstances the persons entitled and their shares can all be definitely ascertained within the period of a life in being at the time of the testator's death and twenty-one years after.

By his will, dated 12th of December, 1901, Henry William Haygarth appointed executors and trustees, and after certain pecuniary and specific bequests, devised certain real estate (referred to as the "Family estate") to his trustees and their heirs upon trust for his brother Francis for life, and after his death for his children in tail, and upon the failure or determination of the said estate tail, upon trust for sale, and to stand possessed of the net proceeds of sale upon trust for such of his five cousins, therein named, as should be living when the said trust for sale came into operation, and if more than one in equal shares, for life, and after the death of each of the said five cousins who should be living when the direction for sale came into operation, for his or her children, as he or she should appoint, and failing appointment, in equal shares, and, failing children, as he or she should appoint, "provided always, and I hereby declare, that if any of my said five cousins shall die before the aforesaid direction for sale of my family estate shall come into operation, leaving a child or children living at the time when the said direction for sale shall come into operation, who, being male, shall attain, or shall have attained, the age of twenty-one years, or, being female, shall attain, or shall have attained, that age, or marry or be married, then and in every such case the last mentioned child or children shall take, and if more than one equally between them, the share to which his, her, or their parents would have been entitled for life in the net proceeds of sale of my family estate, if such parent had not died before the direction for sale thereof had come into operation." The testator died in 1902; Francis Haygarth, his brother, died, without issue, on the 15th of April, 1911, so that the estate tail then terminated and the direction for sale came into operation. Two of the five cousins were then living, the three others having died, one leaving issue, a daughter, still living, but under the age of twenty-one years. This summons was taken out by the trustees of the will to determine, *inter alia*, whether the limitations in favour of such of the cousins as should be surviving were valid, and whether the child of the deceased cousin would, on attaining the age of twenty-one years, or marrying, become entitled to the share in the net proceeds of sale of the testator's family estate, which her mother would have taken had she been living when the direction for sale came into operation, or whether the provision in the will, by which she would become so entitled, was void

for remoteness. On behalf of the surviving cousins and the daughter of the deceased cousin, it was argued that the limitations in their favour, though coming after the estate tail, were good, because, as it happened, the gift must necessarily come into effect within the permitted period—i.e., a life in being at the testator's death, and twenty-one years. In the contrary interest it was argued that a limitation after an estate tail is only good when both the legal and beneficial interests must vest immediately on the expiration of the estate tail (*Hegman v. Pearce*, L. R. 7 Ch. 275); and that in this case the estate tail had failed, but the beneficial interests under the provision could not be determined until the child attained twenty-one or married; therefore the limitations were void altogether.

JOYCE, J., in a considered judgment, said: In this case there is, I think, a new point in the Law of Perpetuities, not precisely covered by authority. Speaking broadly, the effect of the limitations of the net proceeds of sale of the testator's family estate, coupled with the proviso, is that the fund is given to such of the five cousins of the testator as shall be living at the time of the trust for sale coming into operation, for life, and their children after their decease, and for the children who, being male, shall attain the age of twenty-one years, or, being female, attain that age or marry of such one or more cousins as shall then be dead. The question to be determined is, what is the effect of these limitations coupled with the proviso? The legal estate in fee is given to the trustees, and the limitations in favour of the beneficiaries are all equitable. If by the proviso the children of deceased cousins living at the time when the direction for sale comes into operation were not required to attain the age of twenty-one years, or, if female, to marry, the case would be governed by *Hegman v. Pearce* (L. R. 7 Ch. 275), because all the shares would be definitely determined immediately on the expiration of the estate tail, when the direction for sale came into effect. The question here is whether the difference is material, when, as here, the children of deceased cousins who attain the age of twenty-one years, or, being female, attain that age or marry, and so become qualified to take, subject to the preceding estate tail, cannot fail to be ascertained within the legal period—viz., a life in being at the testator's decease, and twenty-one years afterwards. The testator died in 1902, and Francis Haygarth in 1910, without issue, so that the estate tail then determined, or, rather, there never was any estate tail in existence. Two of the five cousins were then living, the others being deceased, of whom one left issue, a daughter, still alive and under twenty-one years of age. Whether this child, by attaining the age of twenty-one years, or marrying, will be qualified to take will necessarily be seen before the expiration of twenty-one years from the death of her mother, who was named in the will, and was still living at the death of the testator. Under the limitations in question, however events may now turn out, it could not possibly happen that, if the persons to take and the shares, to which they would be entitled, were not ascertained definitely upon the determination of the estate tail, they would not be ascertained within the period of a life in being and twenty-one years from the date of the testator's death. Under the circumstances of the case, I am unable to see why these limitations should be objectionable upon the ground of remoteness. Under the limitation in question the absolute ownership and power of alienation could not now possibly be suspended beyond the period of a life in being and twenty-one years after the testator's decease. The result is, therefore, that the objections cannot be sustained, and I declare that these limitations are good and valid, and not void on the ground of remoteness.—COUNSEL, *Brabant*, for the summons; *T. H. Carson*, K.C., and *Harmen*, and *Younger*, K.C., and *Webster*, for the surviving cousins; *R. F. Norton*, K.C., and *Dighton Pollock*, for the child of the deceased cousin; *Hughes*, K.C., and *E. Beaumont*, and *J. M. Gover*, for persons interested in residue. SOLICITORS, *Tyler & Co.*; *Metcalfe, Hussey, & Hulbert*; *Ingle, Holmes, Son, & Pitt*; *Barnett & Shiner*, for *Gold, Edwards, & Co.*, *Denbigh*; *Le Brasseur & Oakley*.

[Reported by R. C. CARRINGTON, Barrister-at-Law.]

Re SEBRIGHT, SEBRIGHT v. BROWNLOW. Warrington, J.
18th Jan.

HEIRLOOMS—APPLICATION BY TENANT FOR LIFE TO SELL—INSUFFICIENCY OF INCOME—INTERESTS OF SUCCEEDING TENANTS.

The court will not sanction the sale of heirlooms for the personal benefit of the tenant for life unless it can be shown that it would also be a benefit to his successors.

The applicant in this adjourned summons was the tenant for life of an estate, which included two pictures settled as heirlooms. The estate included two mansion houses, which were let to tenants. The income from the settled property when so let amounted to about £6,000 a year. The applicant was a bachelor, living at a club, and he had encumbered his life estate, but to what extent was not disclosed. If the applicant had occupied the principal mansion house the income from the settled estate would have been £4,000 a year, which he said was not sufficient to enable him to do so. The respondents were the brother of the applicant, who was presumptive successor to the estate, and the trustees.

WARRINGTON, J., said that the applicant "represented" that neither he nor his successors would be able to live on the estate, but he, the learned judge, could not say that the respondent would not be able to do so; certainly he would be able to live in the smaller house. The only reason suggested why money was required was that certain repairs were necessary to be done. It had often been laid down that the

court had to consider the interest, not only of the tenant for life, but also of the others concerned. He could not remember a case except in *Re Hope* (1899, 2 Ch. 679), in which the application had been based on the sole interest of the tenant for life. It would not be right to sell the heirlooms to increase the income of the tenant for life if that course was not also in the interests of those who would come after. He could not say that succeeding tenants would not be able to live on the estate, and he could not say that merely to increase the income was necessarily for their benefit.—COUNSEL, *Cave*, K.C., *Beaumont*; *Farrer*; *Clauson*, K.C.; *James*. SOLICITORS, *Tyler & Co.*; *Nicholl, Manisty, & Co.*, *Flaggates*.

[Reported by J. B. C. TREGARTHEN, Barrister-at-Law.]

Re SMOLLENS' TRADE MARK. Eve, J. 19th Jan.

TRADE-MARK—MOTION TO REMOVE—RESPONDENT NOT TO BE FOUND—SERVICE—NON-USER FOR FIVE YEARS—TRADE-MARKS ACT, 1905 (5 EDW. 7, c. 15), s. 37.

Where the proprietor of a registered trade-mark cannot be found, an application to take the trade-mark off the register, on the ground of non-user for five years, may be made without service on the proprietor.

This was a motion to rectify the register by removing a registered trade-mark from the register, on the ground of non-user for five years. The Trade-Marks Act, 1905, s. 37, provides that a registered trade-mark may, on the application to the court of any person aggrieved, be taken off the register, on the ground that there has been no bona-fide user during the five years preceding the application. The proprietor registered the trade-mark in 1904, and carried on business in Hatton Garden till 1906. In 1907 he went abroad, and has not since been heard of. The question was whether an order could be made in his absence. The case of *Re Ashton* (43 W. R. 389) was referred to.

EVE, J.: I am satisfied on the evidence that there has been no bona-fide user of the trade-mark for the last five years. The question is whether I ought to make an order in the absence of the proprietor. In 1907 he went abroad, and has not since been heard of. It appears that a change of address ought to be registered, but the respondent has not sent his new address to the registrar. The applicant has taken all reasonable steps to ascertain the respondent's address, but without success. In these circumstances, I think I ought to treat the respondent as having been served, and I make the order for removal.—COUNSEL, *Kerly*. SOLICITORS, *Bristows, Cooke, & Carmichael*.

[Reported by S. E. WILLIAMS, Barrister-at-Law.]

Re DA COSTA, Deceased. Eve, J. 17th Jan.

CHARITY—GIFT OF LAND—GIFT OVER—CONDITION—UNCERTAINTY—PERPETUITY.

A testator gave land to a charity on condition that they published annual accounts, with a gift over, on default, to such persons or for such public purposes as a certain person should direct.

Held, that the gift over was void, and that the charity was entitled to the land freed from the condition.

This was an adjourned summons, taken out to determine the question whether the trustees of the testator's will ought to convey the testator's real estate in Australia to the Church of England Collegiate School of St. Peter at Adelaide, Australia, and, if so, whether the conveyance ought to be made subject to a condition of forfeiture in a certain event. By his will, the testator gave and devised all his real estate near Adelaide or elsewhere in Australia, subject to certain life interests, to the Council of the Church of England Collegiate School of St. Peter, at Adelaide, for the general purposes of that institution, but on the express condition that the council should publish annually a statement of payments and receipts, and in case default should be made for six months in the publication of such statement of accounts the gift should cease and determine, and should go over and enure for the sole benefit of such persons and for such public purposes as the Governor for the time being of South Australia should in writing direct. The testator died in November, 1868, and his real estate in Australia was valued at over £100,000. The Collegiate School was incorporated in 1849, and had power to take, purchase and hold land, and in South Australia land may be acquired by a charity under a gift by will. The question raised by the summons was whether the Collegiate School was entitled to a conveyance of the land free from the condition as to publishing annual accounts.

EVE, J., said the gift over was for the sole benefit of such person or persons and for such public purposes as the Governor of South Australia should in writing direct, and the first question was whether that was a good charitable gift. On the authority of *Blair v. Duncan* (1902, H. C., at p. 43), that was not a good charitable gift. There was here, therefore, a gift to a charity with a gift over to an object not a charity, and, therefore, the present case did not fall within the principle of *Christ's Hospital v. Grainger* (1 Mac. & G. 460). Further, the gift over was too vague: *Grimond v. Grimond* (1905, A. C. 124). Then the question was whether the gift to the Collegiate School was an absolute gift with a common law condition. It was clear that the clause was a true common law condition subsequent and bad as infringing the rule against perpetuities, as in *Re Hollis Hospital* (1899, 2 Ch. 540). The gift over was therefore void, and the charity was entitled to a conveyance freed from the condition.—COUNSEL, *Stewart Smith*, K.C., and *Hewitt*; *P. O. Lawrence*, K.C.,

and Schwann; Howard Wright. SOLICITORS, Clarke, Calkin & Son; Bristows, Cooke, & Carmichael; Freshfields.

[Reported by S. E. WILLIAMS, Barrister-at-Law.]

Re SALVIN-WORSLEY v. MARSHALL. Eve, J. 17th Jan.

ANNUITY—INTEREST ON ARREARS—ADMINISTRATION ACTION—R.S.C., XV., 62, 63.

In a foreclosure or redemption action, as between incumbrancers and as against the property charged, no interest will, as a general rule, be allowed on arrears of an annuity. But in the administration of the estate of the grantor of an annuity the creditor in respect of arrears of an annuity is in no different position from other creditors, and is not excluded from recovering interest on his debt.

Mansfield v. Ogle (4 De J. & J. 38) explained.

This was a claim in an administration action for interest on arrears of an annuity. The testator, who died in October, 1902, by a deed of February, 1897, covenanted to pay to trustees an annuity of £400 during the joint lives of his brother and his wife by equal half-yearly payments. The annuity was paid down to August preceding the testator's death. In July, 1903, an order was made for administration of the testator's personal estate. The Master certified that there were due to the trustees arrears of the annuity and a capital sum to represent the annuity, and by a further certificate the arrears were found to be £2,158 6s. 6d. and the capitalised value of the annuity £9,299 18s. 6d. Further arrears accrued after the certificate, but ultimately in 1910 the arrears were discharged and the future payment of the annuity was provided for. The bulk of the estate had been realized, and after discharging the sums due to creditors, there was a substantial surplus. The action now came on for further consideration.

Eve, J.: The trustees of the annuity claim interest at 4 per cent. on the arrears of the annuity as to such part as accrued due at the date of the judgment from that date, and as to such part as accrued due subsequent to the judgment from the date when it accrued due, and in both cases down to actual payment. The claim seems to be in strict accordance with ord. 15, rr. 62, 63, but it is argued, on behalf of the pecuniary legatees, who are primarily interested in resisting the claim, that there is a general rule that interest is only allowed on arrears of an annuity in very exceptional cases, which do not exist here. Apart from authority, the existence of such a rule seems to be consonant neither with good sense nor sound principle, for it may well be asked in what manner does a debt arising out of a covenant to make periodic payments differ from one founded on an obligation to pay money where there is no contract or statutory provision as to interest; and if there is no essential difference, why should one be treated as outside and the other within the order referred to. On behalf of the legatees, the case of *Mansfield v. Ogle* (4 De J. & J. 38) has been cited as an authority for the rule, but, in my opinion, it has no application to the present case. The true result of that decision is this, and no more: that in a foreclosure or redemption action, as between incumbrancers, and as against the property charged, no interest will, as a general rule, be allowed on arrears of an annuity. Knight Bruce, L.J., expressly abstained from stating what his opinion would have been had the claim been made against the general assets of the grantor, and if the case is to be regarded as an authority for the proposition that in the administration of the estate of the grantor of an annuity the creditor, in respect of the arrears of such annuity, is in a different position from other creditors, in that he is excluded from recovering interest on his debt, it seems to be quite inconsistent with *Lainson v. Lainson* (18 Beav. 7), but I do not so regard it. The rule is a rule applicable to different circumstances, and to a wholly different class of action, just as was the case in *Re Hiscoe* (71 L. J., Ch. 347). The result is that the claim to interest in this case is well founded, and must be allowed.—COUNSEL, P. O. Lawrence, K.C., and J. G. Wood; Northcote; E. Ford. SOLICITORS, Lee & Pemberton; Tarry, Sherlock, & King; Geo. Reader & Co.

[Reported by S. E. WILLIAMS, Barrister-at-Law.]

ATTORNEY-GENERAL v. PELLY AND OTHERS. Parker, J. 19th and 22nd Jan.

CHARITY—TO PREACH A SERMON—APPLICATION OF CY PRES DOCTRINE—SCHEME BY CHARITY COMMISSIONERS—DISTRIBUTIVE CHARITIES—ELEMOSYNARY GIFT—INCREASED PROFITS—APPORTIONMENT.

A gift to distribute a fixed sum weekly in loaves to the poor, and "the residue of the profits thereof, if any shall arise or grow out of the said premises over and above the said sum of two shillings weekly, the same to be employed for or towards the charges of a sermon once in every year to be made," must be applied, first, in paying the fixed sum for the purpose stated, and the residue, regardless of its great increase, must be applied cy pres to the preaching of a sermon, and cannot be apportioned between the two objects.

This was a summons taken out by the Attorney-General against the vicar, churchwardens, and overseers of the parish of West Ham and the Solicitor-General, representing the Crown, as the patrons of the living. The summons was entitled "In the matter of the trusts of a charity originally founded by a deed dated 10th of March, 1580, and made between Nicholas Avenon of the one part and Anthony Bridges and others of the other part, and of a scheme of the Charity Commissioners, dated 25th of August, 1870, made in the matter of several charities in the parish of West Ham, and

asked (1) whether the income of Avenon's Charity ought to be applied as to £5 4s. for eleemosynary purposes, and as to the balance for ecclesiastical purposes, or how such income should be applied; and (2) whether those defendants who were overseers of the parish of West Ham or some, and which of them were trustees of the charity or some, and which part thereof; and the summons also asked that a scheme might be directed in reference to the charity and for the appointment of trustees thereof. The deed conveyed certain property to trustees, and directed that, after the decease of a tenant for life, the trustees should give and distribute, or cause to be given or distributed, weekly for ever upon every Sabbath day in the forenoon of the same day, at or in the nether part of the parish church of West Ham aforesaid, to and amongst four and twenty of the poor and needy folk or persons of the said parish such as, in their judgments, shall seem to stand most in need thereof two shillings in loaves of bread for their relief, succour and comfort; that is to say, to every of the said four and twenty persons one penny loaf of bread, and the residue of the profits thereof, if any shall arise or grow out of the said fixtures over and above the said sum of two shillings weekly, the same to be employed for or towards the charges of a sermon once in every year to be made within the same parish church. The rental of the property conveyed to the trustees by this deed had now greatly increased, and the surplus income, after paying the £5 4s., now amounted to a little over £300 a year, and accordingly this summons was taken out to determine how such income should be applied. A scheme dealing with the distributive charities of West Ham was prepared by the Charity Commissioners in 1870, and sanctioned by the court, and Avenon's Charity was one of the charities comprised in the scheme, but there was a question whether such scheme, in so far as it dealt with Avenon's Charity, went further than dealing with the £5 4s. given for eleemosynary purposes. Up to 1910 the Vicar of West Ham had always received the balance of the income of Avenon's Charity over and above the £5 4s. 0d., and had applied it for church purposes, but in that year the West Ham Council expressed a wish that the income should be applied for eleemosynary purposes. Counsel for the vicar and churchwardens contended that the surplus income should, on the well-established principle of equity, be distributed *cy pres* to a sermon—i.e., to some purpose as nearly as possible akin to the preaching of a sermon, and cited *Attorney-General v. Solly* (1835, 5 L. J. Ch. 5), *Attorney-General v. The Ironmongers Company* (1840, 1 Cr. & P. L. 208, and 1844, 10 Cl. & F. 923, and the *Weir Hospital Case*, 1910, 2 Ch. 100). Counsel for the overseers contended that *Attorney-General v. Solly* (*ubi supra*) had no application in the present case, for here the donor had, in his own belief, exhausted the fund. He relied on the *Attorney-General v. The Master of Brentwood School & Others* (1833, 1 My. & K. 376). He also cited *Attorney-General v. The Dean and Canons of Windsor* (1860, L. R. 8 H. of L. 269); *Attorney-General v. Marchant* (1866 L. R. 3 Eq. 424); *Re Campden Charities* (1881 18 Ch. D. 310 and at p. 323); *Clephone et al v. The Lord Provost of Edinburgh* (1869, L. R. 1 Sc. and Div. 417); *The Mayor, Aldermen, and Burgesses of Beverley v. The Attorney-General* (1857, L. R. 6 H. of L. 310), and *The Mayor of Lyons v. Attorney-General of Bengal and Others* (1875, 1 A. C. 91), and asked to be allowed to incorporate in his argument a passage from Tyssen on "Charitable Bequests" (1889, p. 245). In the course of the argument for the overseers, it was pointed out that the existing parish of West Ham comprised only a portion of the area of the parish in 1580, as several parishes have been carved out of the original parish since that date. In reply, the case of *Attorney-General v. Smithies* (1883, 2 L. Jol. Ch. 58) was cited in support of the argument for the vicar and churchwardens.

PARKER, J., after stating the facts, continued as follows:—In my opinion, this is primarily a question of the construction of the deed of 1580. In the events which have happened, the income of the trust property under that deed has enormously increased, and as there is more than enough pay for the original annual sermon provided for by the deed, according to the well-known doctrine of the Courts of Equity, the surplus has now to be applied in a manner which is known as *cy pres*, that is to say, for an object as near akin to the original object as possible. Is this a case where the surplus income ought to be apportioned between the two objects, or ought the whole surplus to be applied *cy pres* to the object of the second gift? In my opinion, it is mainly a matter of construction, and it is noticeable that, according to the words of the gift, after the gift of the specific sums—i.e., the £5 4s. 0d.—the "residue of the profits thereof, if any," is to be applied for or towards the charges of a sermon." It is quite clear, to my mind, that the testator contemplates that what he is giving for the sermon is to be a fluctuating amount, capable of increase or decrease, not bearing any definite proportion to the fixed sum given for the poor. Under these circumstances, the £5 4s. 0d. is a charge on the fund, and what is given for the sermon is a fluctuating fund—is, in fact, a true residue. I think it follows that the objects are *cy pres* to the objects of the second gift, and, accordingly, there must be a *cy pres* application, not for eleemosynary purposes, but for purposes akin to those of preaching a sermon, and I declare accordingly that on the construction of the trust instrument there is a trust of the income of the charity for the payment of a fixed yearly sum of £5 4s. 0d. for eleemosynary purposes, and the residue is given upon trust for the preaching of an annual sermon in the parish church; and having regard to the increase of the income of the trust, such part of the income as is not required for the preaching of the sermon ought to be called *cy pres* to such an object. I do not adopt the words used in the summons and say "for ecclesiastical purposes," but I leave the purposes to be dealt with in Chambers.

I do not consider it necessary for me to decide the second question, because all the existing trustees, if any, will be superseded by the scheme when sanctioned, but a difficulty has arisen on the scope of the scheme of the Charity Commissioners for England and Wales, which was sanctioned in 1870, and which embraced the distributive charities of West Ham, including Avenon's Charity. I am asked to say that this scheme, which vested all estates and properties of the charities included in it as the scheme should direct, vested in the official trustee of charitable lands the whole of the property of Avenon's Charity, but in view of the words "distributive charities of West Ham," which certainly are not appropriate to that part of Avenon's Charity which deals with the preaching of a sermon, and in view of the order for the application of the funds of the charities dealt with under that scheme, I hold that such scheme only embraces the fixed sum given by Avenon's Charity for eleemosynary purposes. A scheme must accordingly be settled in Chambers, and I will allow Mr. Danckwerts' clients to attend on the hearing in Chambers.—COUNSEL, *Edward Beaumont*, for the Attorney-General; *Romer, K.C.*, and *Sir Alfred Kempe*; *Danckwerts, K.C.*, and *Tomlin and Sargent*, for the Solicitor-General. SOLICITORS, the Solicitor for the Treasury; *Mitchell, Lucas & Mitchell*; and *Hillearys*.

[Reported by L. M. MAY, Barrister-at-Law.]

Societies.

The Annual Bar Meeting.

The annual general meeting of the Bar was held on Thursday in last week, in the Inner Temple Hall. Sir R. FINLAY, K.C., M.P., took the chair, in the absence of both the Law Officers. The attendance was rather larger than usual, amongst those present being Sir Edward Clarke, K.C., Mr. W. English Harrison, K.C. (chairman of the Bar Council), Mr. P. O. Lawrence, K.C. (vice-chairman), Lord Robert Cecil, K.C., M.P., Mr. Acland, K.C., Mr. J. F. P. Rawlinson, K.C., M.P., Mr. Lancelot Sanderson, K.C., M.P., Mr. G. Cave, K.C., M.P., Mr. Montague Shearman, K.C., Mr. W. P. G. Boxall, K.C., Mr. J. Scott Fox, K.C., Mr. P. S. Gregory, Mr. A. H. Poyser, and Mr. Boydell Houghton.

The CHAIRMAN, after expressing regret that the Law Officers were not able to be present owing to their being so hard worked, referred to some of the matters which had occupied the attention of the Council during the past year. He said a proposal had been made that the Bar, besides having its annual meeting, should hold a conference for the discussion of matters affecting the profession, as was done in the United States and other foreign countries. He did not know whether feeling was ripe for such a proposal, and he did not desire at present to commit himself to the expression of any opinion as to the advisability of giving effect to the proposal. With respect to the County Courts Bill, it dealt with matters of extreme importance and interest to the profession, but he did not think there was any likelihood, in view of the great press of business which they were promised by the Government, that it would emerge again in the coming session. In his view, the profession had reason to be grateful to the Council for the attitude it had adopted with respect to the proposed new rules relating to proceedings by and against poor persons. Actuated by the best traditions of the Bar, the Council had felt themselves constrained to protest against the rule proposing that counsel suing or defending for a poor person should only receive profit costs or fees in the event of success. This protest had been laid before the Rule Committee, and it was understood that the matter had not been further proceeded with. The proposal in the Appellate Jurisdiction Bill to fix the salaries of the two additional Lords of Appeal at £5,000, instead of £6,000 a year, was a rather unfortunate one. Such a salary, with no provision for the clerks, would, from the pecuniary point of view, render the position of a Lord of Appeal less attractive than that of an ordinary judge. He did not think that would be right. It was said that the position being one of very great dignity, a man need not bother about salary, but a position of greater dignity was generally marked by a somewhat higher salary. If it was in contemplation to reduce the salary in all future appointments, it was rather a mistaken proposal, and, glad as he would be to see the Supreme Court of Appeal, the House of Lords, and the Privy Council strengthened, he could not be sorry that this particular Bill should not have passed into law.

Mr. ENGLISH HARRISON moved the adoption of the report, and, referring to the County Courts Bill, remarked that considering the way in which the Bar was being excluded from tribunals now being created to deal with the property of his Majesty's subjects, it was their bounden duty to express their opinion clearly upon the proposals of the Bill. With regard to legal aid societies, the attention of the Council had been drawn to some of a certain character—not such as that at Toynbee Hall and other places, he might add—which invited working men and women to become members and pay a subscription of 1d., with a view to conducting litigation, and the inquiries which the Joint Committee had conducted brought them to the conclusion that the constitution of some of them presented somewhat unsatisfactory features. Finally, Mr. Harrison stated that he had been asked to sit on the committee to inquire into the jury system, under the chairmanship of Lord Mersey, and he hoped they might improve the existing practice.

He observed, with respect to the state of business in the King's Bench Division, that owing to the appointment of the two additional judges, it was now very much more satisfactory.

Mr. P. O. LAWRENCE seconded the motion, which was carried.

Sir E. CLARKE, proposing a vote of thanks to the chairman, said the absence of the Attorney-General and the Solicitor-General was due to their being cruelly overworked.

Legal News.

Appointments.

MR. WILLIAM HENRY BAILEY, solicitor, has been appointed Town Clerk of Taunton, in succession to Mr. G. H. Kite, resigned. Mr. Bailey has been deputy Town Clerk and deputy Clerk of the Peace for the county borough of Derby for the last eight years.

MR. E. C. WATSON, Barrister-at-Law (Attorney-General Northern Nigeria), has been appointed a Puisne Judge of the Supreme Court of the Gold Coast.

Dissolutions.

JOHN EDWARD HODDING and ERNEST JAMES HAMILTON BRIDGMAN, solicitors (Hodding & Bridgman), Leicester. Dec. 31.

[Gazette, Jan. 23.]

Information Required.

SETTLEMENT ON MARRIAGE OF JOHN PAYNE AND HARRIET GRAY.—Wanted, information as to a settlement, or draft or copy thereof, executed in the year 1855, on the marriage of John Payne and Harriet Gray, late of Clapham, Surrey, who died in 1858, of which Jasper Knight, who died in 1891, and George Gray, late of Dublin, who died in 1883, were trustees. The settlement was prepared in the office of Messrs. Bishop & Son, solicitors, formerly of 23, New Bridge-street, London. Information should be furnished to Messrs. Ward, Bowie, Porter, & Co., solicitors, 7, King-street, Cheapside, London, E.C.

General.

The Common Serjeant (Sir Albert Bosanquet, K.C.), was seized with sudden faintness while trying a case at the Central Criminal Court on Friday, but is stated to have since completely recovered.

It is stated that Mr. J. A. Green, Town Clerk of Nottingham, has written to the Mayor tendering his resignation, and expressing a desire to be relieved of the responsibilities of office at the earliest convenient date.

A movement has been started, and is, says the *Times*, receiving considerable support, in the county for the removal of the Surrey Assizes from Guildford to Kingston. The judges have often complained of the inadequate accommodation at present provided, and the Prison Commissioners are dissatisfied with the arrangements at Guildford for prisoners, warders and witnesses. There is said to be excellent provision at the County Hall at Kingston, where there are two courts for use at the Surrey Sessions, and the Prison Commissioners have reported favourably upon the cells and other arrangements. An Order in Council would be necessary before the change could be made. The Surrey Assizes were formerly held for many years at Kingston, where the old Assize Courts are still in existence.

We learn from the *Law Society's Gazette* that the Council of the Law Society met on the 3rd, 10th, 17th and 24th of November. Among the matters dealt with were the following:—Public Trustee.—A letter was read from the Manchester Law Society commenting on the refusal of the Public Trustee to accept certificates of solicitors as to the identity or continued existence of life tenants or others receiving payments from the Public Trustee. Subsequently the Council communicated with the Public Trustee, who expressed himself willing to meet the wishes of the society with regard to the signature of certificates as to the continued existence of annuitant beneficiaries, and proposed in future that provision should be made for the certificate to be signed by a clergyman, justice of the peace, banker, the usual medical attendant, the solicitor acting in the matter, a commissioner for oaths, or some well-known public official.

At the Croydon Police Court on the 19th inst., says the *Times*, John Keatinge Homer, of Thornton Heath, with offices at Whitgift-chambers, Croydon, was summoned by the Law Society for practising as a solicitor without a certificate, and pleaded "Guilty." It was stated by the prosecution that at the defendant's business address there was a plate on the door which described him as a solicitor. He had had a certificate, but on the dates in October to which the two summonses related he was without one. The proceedings were taken on letters addressed by the defendant to a firm of solicitors in respect of a dispute over a sale. It was stated for the defendant that he had been

anxious to renew his certificate, but had had a difficulty, for he received a letter from the secretary of the Law Society saying that it was their invariable practice not to grant a renewal to applicants who had not satisfied outstanding county court judgments. On each of the two summonses the Bench imposed a fine of £5 and three guineas costs.

It is announced that the Chancellor of the Duchy of Lancaster has appointed the following committee, under section 13 of the Salford Hundred Court of Record Act, 1911, to make rules and orders for regulating the practice of the court, the forms of proceedings therein, and the scales of costs:—Mr. R. A. McCall, K.C., the Attorney-General of the Duchy (chairman); Mr. John Roekill, K.C., the Judge of the Court; Sir G. H. Pollard, M.P.; Sir William Cobbett, and Mr. T. C. Gibbons. Mr. F. Hall Taylor, of the Northern Assurance Buildings, Albert-square, Manchester, Deputy Registrar of the Court, has been appointed secretary of the committee.

On the 23rd inst. Mr. Justice Ridley is stated by the *Evening Standard* to have referred to the proceedings before him last week, when he ordered the detention of a solicitors' clerk because the fees of a special jury had not been paid (*ante* p. 226). His lordship now said he ordered the detention of the solicitors' representative, not with the intention of passing any reflection upon the solicitors or their managing clerk, but to protect the jury. It now appeared that the clerk thought that the action his lordship took was not correct, and his lordship had expressed his regret that the clerk should have placed the construction upon his action that he had. His lordship went on to say that the clerk who was detained had written requesting him to withdraw what he said, and threatening an action. He declined to withdraw, although he retracted anything which he might have unintentionally said which could have been construed into a reflection upon the character of the firm of solicitors or their clerk. If there was any intention to raise the question whether what he had done was regular he would be no party to it. If his action was wrong, let someone else decide. He never had the slightest intention of saying or doing anything to reflect upon the character of the solicitors or their clerk, and he thought the matter should be allowed to rest there.

Lord Macnaghten, who completed on the 25th inst. his twenty-fifth year of judicial service, enjoys, says a writer in the *Globe*, the distinction not only of being the "Father of the Bench," but also of being one of the few living lawyers who have refused a judgeship. He declined Lord Selborne's offer of a Chancery judgeship in the early eighties—an offer which must have been all the more pleasing to him because it came from a Lord Chancellor to whom he was opposed in politics. A much higher place in the judicial world awaited him. In 1887, after he had sat for seven years in the House of Commons as a Conservative member for an Irish constituency, he was promoted straight from the position of a Chancery leader to that of a Lord of Appeal. Lord Macnaghten bore in his forensic days the reputation of being the most learned lawyer in Lincoln's-inn. As becomes an Irishman, Lord Macnaghten has a pretty wit. Not even the austerity of the House of Lords as a judicial tribunal has succeeded in destroying it. "Fraud is infinite in variety; sometimes it is audacious and unblushing; sometimes it pays a sort of homage to virtue, and then it is modest and retiring; it would be honesty itself if it could only afford it"—this is the kind of saying with which he is wont to adorn his judgments.

In the City of London Court, on the 19th inst., on the hearing of an action by the F.I.A.T. Motor-Cab Co. (Ltd.), against Mr. Arthur Steibler, for damage done to one of their motor-cabs on the 1st of November in Holborn by one of the defendant's box tricycles, says the *Times*, the solicitor for the defendant took the preliminary objection to the plaintiffs suing that they had not given the necessary instructions under seal to their attorney to bring the action. Counsel for the plaintiffs said that the company had given a general authority to its claims manager under seal to bring and defend claims, but he did not think it went far enough, and he did not rely on it. The court would have to decide whether the solicitors acting for the plaintiff company were doing so properly. If they were not, it was not a matter the defendant could take advantage of. He urged that the plaintiff company had ratified the act of the solicitors by supporting the case in evidence, and that there was nothing to compel a limited company to appoint its solicitors under seal or in any particular way. The company had adopted the act of their solicitors. Judge Rentoul said the company had ratified their act and that was enough. A limited company could do many things without sanctioning them under seal, and there were many things which required the seal. He did not think the seal was necessary in that case. Even if the present plaintiffs' solicitors were not acting under the seal of the company—he would assume they were not—he did not think the point mattered, as the company had ratified their act. If the Court of Appeal decided at any time that companies could only appear by solicitors appointed under seal well and good. But in the meantime he must hold that the plaintiffs were in the right.

ROYAL NAVY.—Parents thinking of the Royal Navy as a profession for their sons can obtain (without charge) full particulars of the regulations for entry to the Royal Naval College, Osborne, the Paymaster and Medical Branches, on application to James Gieve, Royal Naval Enquiry Agency, 65, South Molton-street, London, W.—[Advt.]

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Court Papers.

Supreme Court of Judicature.

ROTA OF REGISTRARS IN ATTENDANCE ON

Date.	EMERGENCY ROTA.	APPEAL COURT No. 2.	Mr. Justice JOYCE.	Mr. Justice SWINNEY EADY.
Monday Jan. 20	Mr Beal	Mr Borrer	Mr Goldschmidt	Mr Leach
Tuesday 20	Groswell	Beal	Synges	Borrer
Wednesday 31	Goldschmidt	Groswell	Church	Beal
Thursday Feb. 1	Synges	Goldschmidt	Theod	Groswell
Friday 2	Church	Synges	Bloxam	Goldschmidt
Saturday 3	Theod	Church	Farmer	Synges
Date.	Mr. Justice WARRINGTON.	Mr. Justice NEVILLE.	Mr. Justice PARKER.	Mr. Justice EVS.
Monday Jan. 20	Mr Theod	Mr Groswell	Mr Church	Mr Farmer
Tuesday 30	Bloxam	Goldschmidt	Theod	Leach
Wednesday 31	Farmer	Synges	Bloxam	Borrer
Thursday Feb. 1	Leach	Church	Farmer	Beal
Friday 2	Borrer	Theod	Leach	Groswell
Saturday 3	Beal	Bloxam	Borrer	Goldschmidt

The Property Mart.

Forthcoming Auction Sales.

- Jan. 30.—Messrs. S. WALKER & SON, at the Mart, at 2: Freehold Ground Rents (see advertisement, back page, Jan. 20).
Jan. 31.—Messrs. BEARD & SON, at the Mart, at 2: Freeholds, &c. (see advertisement, back page, Jan. 20).
Feb. 1.—Messrs. H. E. FOSTER & CAMPFIELD, at the Mart, at 2: Reversions, Life Policies, Shares, &c. (see advertisement, back page, this week).
Feb. 7.—Messrs. EDWIN FOX, BOURFIELD, HURSTON, & BADDELEY, at the Mart, at 2: Modern Building (see advertisement, back page, this week).
Feb. 13.—Messrs. THURGOOD & MARTIN, at the Mart, at 2: Freehold Ground Rents (see advertisement, back page, this week).
Feb. 27.—Messrs. DRIVER, JONES, & CO., at the Mart, at 2: Freeholds and Leasehold (see advertisement, back page, Jan. 20).
Feb. 28.—Messrs. DANIEL SMITH, SON, & OAKLEY, at the Mart: Ground Rents (see advertisement, back page, this week).

Winding-up Notices.

London Gazette.—FRIDAY, JAN. 19.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

- AGUA SUJA MINING CO. LTD (IN LIQUIDATION).—Creditors are required, on or before Mar. 20, to send their names and addresses, and particulars of their debts or claims, to Francis L. W. 106, Broad, 11, Ironmonger Ln. Ashurst & Co, Throgmorton av, solitors to the liquidator.
- CENTRAL GARAGE (WORKSHOP), LTD (IN VOLUNTARY LIQUIDATION).—Creditors are required, on or before Jan. 25, to send in their names and addresses and particulars of their debts or claims, to Herbert J. W. 106, Broad, 11, Ironmonger Ln. Ashurst & Co, Throgmorton av, solitors to the liquidator.
- M. EISEN & CO. LTD.—Petn for winding up, presented Jan 16, directed to be heard Jan 30. Mason & Co, 32, Grosvenor St, solitors for the petn. Notice of appearing must reach the above named not later than six o'clock in the afternoon of Jan 29.
- ORRY, SLATER & HARDY LTD.—Petn for winding up, presented Jan 16, directed to be heard Jan 30. Blundell & C, 10, Serjeant's Inn, Fleet St, solitors for the petn. Notice of appearing must reach the above named not later than six o'clock in the afternoon of Jan 29.
- PREMIER ELECTRIC THEATRE (HIGHBURY), LTD.—Petn for winding up, presented Jan. 11, directed to be heard Jan 30. Caswell, 17, Finsbury circus, solitors for the petn. No ice of appearing must reach the above named not later than six o'clock in the afternoon of Jan 29.
- RE-ORGANISATION AND CONTROL SYNDICATE, LTD.—Petn for winding up, presented Jan 15, directed to be heard Jan 30. Stallwood, 65, Bishopsgate, solitors for the petn. Notice of appearing must reach the above named not later than six o'clock in the afternoon of Jan 29.



BY APPOINTMENT.

GENERAL

ACCIDENT FIRE AND LIFE
ASSURANCE CORPORATION, LIMITED.
ESTABLISHED 1885.

Assets Over ... £2,000,000
Claims Paid EXCEED ... £4,000,000

CHIEF OFFICES: General Buildings, Perth.
General Buildings, Aldwych, Strand, London, W.C.

FIDELITY GUARANTEE INSURANCE.

Bonds accepted by the High Courts for Receivers and Administrators; by Board of Trade for Trustees in Bankruptcy and Liquidators.
Bonds also accepted by the Inland Revenue, Excise, Treasury, and other Government Departments.

CONTINGENCY RISKS.

Guarantees issued in respect of Lost or Missing Documents, Defective Title, Missing Beneficiaries, and Issue Risks. F. NORIE-MILLER, J.P., General Manager.

STANTON FARM BRICK AND TILE CO., LTD.—Creditors are required, on or before Feb 16 to send their names and addresses, and particulars of their debts or claims, to Alfred Harry Scampon, 28, Market st, Wigan, Liquidator.

STUBBINS BURNAC CO. LTD. (IN VOLUNTARY LIQUIDATION)—Creditors are required, on or before Feb 19, to send their names and addresses, and the particulars of their debts or claims, to A. E. R. Craig, 26, Theobald's rd., Capon & Smith, Bedford row, Liquidator.

TURKOVICH OIL DEVELOPMENT SYNDICATE, LTD. (IN VOLUNTARY LIQUIDATION)—Creditors are required, on or before Feb 19, to send their names and addresses and the particulars of their debts or claims, to Henry Charles Merrett, 41, Finsbury sq., Clifford & Co., Finsbury pmt, solers for the liquidator.

X. L. MANUFACTURING CO. (ROCHDALE), LTD.—Creditors are required, on or before Feb 19, to send their names and addresses, and the particulars of their debts or claims, to Cyril F. Entwistle, 11, Acresfield, Bolton, Liquidator.

B.P.K. PLANTATIONS, LTD.—Creditors are required, on or before Feb 19, to send their names and addresses, and the particulars of their debts or claims, to George Patterson, Pinner's Hall, Austin Friars, Liquidator.

London Gazette.—TUESDAY, Jan. 23.

JOINT STOCK COMPANIES. LIMITED IN CHANCERY.

"LONSDALE" SHIP CO., LTD.—Creditors are required on or before Jan 26, to send their names and addresses, and the particulars of their debts or claims, to Andrew Hannay, Mers y Chambers, Liverpool Liquidator.

SIMPSON MANUFACTURING CO. LTD. (IN VOLUNTARY LIQUIDATION)—Creditors are required on or before Feb 23, to send in their names and addresses, and particulars of their debts or claims, to Matthew Thompson, Midland Bank chmrs, Carlisle, Liquidator.

SOUTH RUSSIA BREWERY CO., LTD.—Creditors are required, on or before Feb 13, to send in their names and addresses, and particulars of their debts or claims, to Frederick Taylor, 1, 2 & 3, Queen st pl, Liquidator.

VAUGHAN, TUSTON ET CIE, LTD.—Creditors are required, on or before Feb 28, to send their names and addresses, and the particulars of their debts or claims, to Henry Steele, 38 & 40, Lloyd st, Manchester. Crofton & Co., Manchester, solers for the liquidator.

Resolutions for Winding-up Voluntarily.

London Gazette.—FRIDAY, Jan. 19.

UNITED STROYTIA FIRMS, LTD., BRISTOL.
WINE AGENCY CO., LTD.
N. MAYER & CO. LTD.
FRANCO-BELGIAN COTTON FIBRE SYNDICATE, LTD.
CORALONDS, LTD.
GALICIAN PETROLEUM PROPERTIES, LTD.
LANCASHIRE AERO CLUB, LTD.
LONDON AND COUNTRIES COMMERCIAL EXCHANGE, LTD.
C. D. C., LTD.
T. W. THOMPSON & CO. (BREWERS), LTD.
EASTERN OMNIUM TRUST, LTD.
ROSS OF MULL GRANITE QUARRIES, LTD.
X. L. MANUFACTURING CO. (ROCHDALE), LTD.
R. T. JONES, LTD.
GENERAL BANK OF LONDON, LTD.
OMOGO, LTD.
HALLWOOD & CO., LTD.
UNIVERSAL INSURANCE, LOAN, AND INVESTMENT CO., LTD.
T. P. LLOYD GREENWOOD & CO., LTD.
BROCK, KIRSTEIN & CO., LTD.
CENTRAL GARAGE (WORKSOP), LTD.
INTERNATIONAL PATENTS LTD.
JANDUS AERO LAMP (CONTINENTAL PATENTS) AND ELECTRIC CO., LTD.

London Gazette.—TUESDAY, Jan. 23.

LEE, LTD.
A. MORRIS & CO., LTD.
JOHN GARLICK, LTD.
"LONSDALE" SHIP CO., LTD.
E. RACOVER, LTD.
KIRK'S DRUG STORES, LTD.
WILD AUSTRALIA SYNDICATE, LTD.
HOWARD AND BULLOCH (AMERICAN MACHINE CO.), LTD.
DO GLAS AND OLIVER, LTD.
SAXON PORTLAND CEMENT CO., LTD., CAMBRIDGE (Amalgamation).
NORMAN PORTLAND CEMENT CO., LTD., CAMBRIDGE (Amalgamation).
FOREIGN ISSUE SYNDICATE (1904), LTD.
SHOREHAM AND LANCING LAND CO., LTD.
JAMES G. TRUBNAY, LTD.
MIDLAND SITES DEVELOPMENT SYNDICATE, LTD.
NEW VIGNERS' OFFICE CO., LTD.
EDMUNDS AND SWAITHE COLLIERIES CO., LTD.
RUBBER TANNING SYNDICATE, LTD.
MEDWAY COAL EXPLORATION SYNDICATE, LTD.
PRINTING AND STAMP FABRICATING CO., LTD.

Creditors' Notices.

Under Estates in Chancery.

LAST DAY OF CLAIM.

London Gazette.—FRIDAY, Jan. 19.

COCKER, JOHN ARTHUR, Bournemouth, Han'ts, Solicitor Feb 21 Paterson v Cocker, Swinfen Bay, J. Eason, Hounslow
FERREARDER, CHARLES BATHURST LUIS, Wakefield, Solicitor Feb 28 Gillow v Ferreardes, Warrington and Parker, JJ Walker, Walling
MONTMERE, WILLIAM MALKINSON, Great Nelson's, Hornchurch, Essex, Architect Feb 27 Mortimer v Glover, Parker J Taylor, King st, Cheapside
RATTENBURY, ARTHUR HENRY, Dunsmuir rd, Stamford Hill, Provision Merchant Feb 9 Rattenbury v Rattenbury, Judge in Chambers Jarvis, Finsbury sq
TATTERSALL, REV. ROBERT WILLIAM, Broadstairs, Kent Feb 17 Ames v Hirst, Parker J Weigall, Margate

Under 22 & 23 Vict. cap. 35.

LAST DAY OF CLAIM.

London Gazette.—FRIDAY, Jan. 19.

BAINBRIDGE, ELIZABETH, Haughton le Skerne, Durham Feb 15 Bates, Newcastle upon Tyne
BARNBURY, GEORGE, Cambridge sq, Hyde Park Feb 20 Bircham & Co, Parliament st
BATEMAN, ANN, Blackpool Feb 16 Gaultier, Fleetwood
BEAUMONT, JOHN SPENCER, Maltby, Yorks, Baker Feb 20 White, Barnsley
BECK, REV WILLIAM JOHN, Weymouth Mar 1 Newman & Co, Yeovil
BENDY, HARRIETT, Sandwell cres, West Hampstead Mar 9 Manns & Longden, Frederick's pl, Old Jewry
BLADON, EASTER, Southport Feb 23 Woolfenden, Denton
BLAND, MARY JANE, Manningham, Bradford Feb 1 Nelli & Dawson, Bradford
BOUGHTON, JOHN, Northampton Mar 1 Whitehorns & Law, Buckingham
BOWDEN, SARAH, Tingewick, Bucks Feb 17 Hearn & Hearn, Buckingham
BRINKLEY, JULIA KATHARINE, West Monkton, nr Taunton Mar 4 Rooke & Rooke, Dublin
BROMFIELD, COL FRANCIS WILLIAM, Bangalore, India Feb 29 Robins & Co, Lincoln's inn fields
BROKE, JOHN, Cleckheaton, Yorks Feb 3 Clough & Crabtree, Cleckheaton
CARTER, ELIZABETH, Halifax, Yorks Feb 29 Farrar & Co, Bradford
CARTER, JOHN, Halifax, Yorks Feb 29 Farrar & Co, Bradford
CLARIDGE, LUCY, Birmingham Feb 20 Galsayer & Co, Birmingham
CORLETT, THOMAS HARTLEY, Stratford, Lancs Feb 20 Roote & Co, Manchester
CRANE, FRANCIS, Swannington, Leicester Feb 3 Dewes & Musson, Ashby de la Zouch
CRANE, MARIA, Swannington, Leicester Feb 3 Dewes & Musson, Ashby de la Zouch
CURRIE, LEWIS HILLS, Intebbe, Uganda, British East Africa, Government Commissioner March 17 Andrew & Co, Great James st, Bedford row
ECCLES, JANE HELEY, Buckingham Palace Hotel, Westminster Feb 20 Norman, Little College st, Westminster
FALLOWS, HOWARD THORPE, Birmingham Feb 15 Jaques & Sons, Birmingham
FORSTH, JACOB DICKINSON, Ackington, Northumberland, Farmer Feb 23 Carse, Amble, Northumberland
FREEMAN, WILLIAM GEORGE, Malvern, Worcester Feb 5 Whitley, Great Malvern
GENT, ELEANOR MARY, Clifton pl, Sussex sq Feb 9 Busk & Co, Lincoln's inn fields
GEORGE, FRANCES HELEN, Kent worth, Warwick Feb 20 Campbell & Co, Warwick
GIBBS, GEORGE FREDERICK, 37, Southbrook rd, Lee Feb 24 Marchant & Co, Deptford
GILBERT, CLARA ELLEN, Grove Hall, Bow, Middx Mar 1 Chalinder & Herington, Hastings
GILMOUR, HENRY FRANCIS, Fen ct, Fenchurch st, Tea Merchant Feb 28 Gresham & Co, Old Jewry chmbs
HOOG, CUTHBERT, Gravesend, Kent Feb 20 Botterell & Roche, St Mary Axe
HOOG, MARGARET ELIZABETH, Amble, Northumberland Feb 28 Carse, Amble, Northumberland
HOLDSWORTH, WILLIAM, JP, Wyke, Bradford Feb 29 Farrar & Co, Bradford
HYDE, MARY STEWART PATERSON, Chapel en le Frith, Derby Feb 15 Bennett & Co, Chapel en le Frith
ISAAC, THOMAS WILLIAM FLAYER, Abingdon, Berks Feb 22 Stone & Co, Bath
JACKSON, ISABELLA, Fenwick, Yorks Mar 1 Allen, Doncaster
JEFFERIS, JOHN, Park Hill rd, Croydon Feb 29 Janson & Co, 22, College hill
JESSUP, JAMES, Knockholt, Kent, Farmer March 1 Bailey & Co, Tonbridge
JONES, WILLIAM, Bootle, Lancs Mar 1 Toulmin & Co, Liverpool
KAY, CATHERINE, Blackpool Jan 31 Kay, Blackpool
KUMLIN, GUSTAF WILHELM, Holborn viaduct, Diamond Broker Feb 29 Walker, Hastings
LAMR, THOMAS, Skerton, Lancaster, Licensed Victualler Feb 24 Hall & Co, Lancaster
LATHAM, JOHN HERBERT, Farnell, Auckland, New Zealand Mar 1 Andrew & Co, Great James st
LAYTON, FREDERICK AUGUSTUS, Windsor Feb 20 Durnford & Gale, Windsor
MORLEY, JAMES, Southend on Sea Feb 24 Durrant & Co, 70, 71, Gracechurch st
OUTLAW, HENRY, Pakenham, Suffolk, Farmer Feb 17 Woolnough & Co, Bury St Edmunds
PROSSER, MARGARET, Brecon, Brecknock Feb 28 Everett, Pontypool
PYE, WILLIAM, Warton, Lancaster Feb 11 Saul, Lancaster
ROBINSON, BROOKE, Barford House, nr Warwick Feb 17 Johnson & Marshall, Dudley
ROGERS, GEORGE, Newtown, Pontypool Mar 25 Bythway & Son, Pontypool
ROOTS, CECILIA, Kingston upon Thames Feb 15 Smallpiece & Co, Guildford
RYDEN, MARY ELLEN, Blackburn Feb 17 Wilson & Co, Blackburn
SIMS, ALFRED, Horne Bay, Kent Mar 7 Everett, Norfolk st, Strand
SMITH, WILLIAM, Waverree, Liverpool Mar 20 Harrison & Burton, Liverpool
SOPPER, WILLIAM, Upper Belgrave st Feb 29 Slaughter & May, Austin Friars
TAPLAW, SARAH ANN, Harrington rd, Leytonstone Feb 17 Pettiver & Peakes, College hill
TAYLOR, EMMA, Asylum rd, Old Kent rd Feb 16 Gibson & Co, Portugal Street bldgs, Lincoln's inn
UNETT, ELIZABETH FRANCES LETITIA, Lillington, Warwick Mar 8 Moore-Bayley & Co, Birmingham
WALKER, HENRY, Worcester Feb 24 Kirby & Co, The Sanctuary, Westminster
WAY, CAPT ALFRED COTTON, DSO, East Molesey, Surrey Feb 29 Rodgers & Co, Walbrook
WHITE, ALBERT (EILY) MARY, Southsea Feb 13 Toller & Co, Barnstaple
WHITTLE, HARRY STEVENSON, Tunbridge Wells, Wholesale Tobacconist Mar 1 Bailey & Co, Tonbridge
WILSON, CLIFFORD CARUS, Knowle, Bristol Feb 29 Croase & Sons, Lancaster pl
WILSON, ISABELLA JARDINE MITCHELL, South Shields Feb 15 Hannay & Hannay, South Shields
WOOLSTHOLME, MARY ANN, Liverpool Mar 20 Norris & Sons, Liverpool
WOODS, PETER, South Boldon, Durham Feb 20 Storey & Sons, Sunderland
WOODS, DAME CAROLINE, St George's rd, Middlesex Mar 4 Tyler, Clement's inn
WRIGHT, ELIZABETH, Loftus, Yorks Feb 17 Hoggett & Bacon, Loftus
YARSLLEY, MARY, Christchurch rd, Crouch End Mar 25 Tilling, Devonshire chmrs Bishopsgate

London Gazette.—TUESDAY, Jan. 23.

PARKER, FREDERICK, Barnston, Essex Feb 24 Floyd, Dunmow
 BELL, MARY, Manor Park rd, Harle den Mar 1 Brighton & Lemon, Crutched Friars
 BERNARD, GEORGE AUGUSTUS GOODRICH, Belgrave rd, Merchant Feb 20 Gibson & Co, Portugal Street bldgs, Lincoln's Inn
 BERT, LYDIA, Dawlish, Devon Feb 23 Mote & Son, Gray's inn sq
 BICKSTAPPE, ROBERT, Blackpool Mar 1 Ascroft, Blackpool
 BLAKY, GEORGE, Heston, Newcastle upon Tyne Feb 26 Smirk & Sparrow, Newcastle upon Tyne
 BREKE, WILLIAM DENISON, Brough, Westmorland Feb 19 Reeves & Co, Old Broad st
 BRENTNALL, EDWARD, Nottingham Feb 20 Hooton, Nottingham
 BROCKLEY, WILLIAM SAMUEL, Felicitawoe Mar 5 Poord & Son, Eastcheap
 BURT ALBER, CHILDS, Weybridge Mar 1 Skewes-Cox & Co, Weybridge
 BUTCHER, EMMA FANNY GEORGINA MORRISON, Springfield rd, Wimbledon Feb 19 Reeves & Co, Old Broad st
 BUXTON, FRANCIS WILLIAM, Grosvenor gdns Feb 17 Dawes & Sons, Birch in
 CAULFIELD, SOPHIA FRANCES ANNE, Abingdon rd, Kensington Feb 21 Godfray, New Broad st
 CHANCELLOR, JOHN BRANDON, Parkstone, Dorset Feb 23 Trotter & Patteson, Victoria
 COUCHMAN, CATHERINE, Lee rd, Blackheath Feb 23 Turner & Osborn, Lendenhall at Crabtree, Richard, More-ambe Feb 1 Crabtree, Bradford
 DAVIES, WILLIAM, High Holborn, Dairy Agent Feb 5 Fielder & Co, Raymond bldgs
 DOWNER, WILLIAM, Burgess Hill, Sussex Mar 1 Maynard & Smith, Burgess Hill
 EDWARDS, VIOLET, Eaton, nr Tarporey, Chester Mar 2 Paddock & Sons, Hanley
 FAULK, MARTHA JANE, Plymouth Feb 17 Brian, Plymouth
 FLETCHER, SAMUEL HENRY, Hove, Sussex Feb 23 Abbott & Hudson, Fenchurch st
 GRANTHAM, S F WILLIAM, Lewes Feb 29 Peacock & Goddard, South sq
 HAWKIN, ALLEN, Upper Poppleton, York Mar 9 Crombie & Sons, York
 HILL, RICHARD, Haslewood, nr T-easter, Yorks, Farmer Feb 1 Haigh & Bailey, Selby
 HILL, THOMAS HUDSON, Hambleton, Yorks Feb 1 Haigh & Bailey, Selby
 HIRST, ALETHIA, Whymark av, Green lns, Wood Green Mar 1 Hulbert & Co Broad at buildings, Liverpool st
 HOWARTH, GEORGE HENRY, West Huddersfield, Wholesale Fruiterer Feb 29 Armitage, & Co, Huddersfield
 JAMES, FREDERICK CHARLES, Musbury, Devon, Baker Feb 14 Rutter & Rutter, Wincanton
 JEWELL, LYDIA, Cardiff, Master Mariner Feb 29 Pethybridge, Cardiff
 JEWELL, WILLIAM, Cardiff Feb 29 Pethybridge, Cardiff

KNIGHT, EMILY, Minson rd, South Hackney Feb 24 Cook, Broad at bldgs
 LAIRD, HUGH ALEXANDER, Blackheath pk, Kent Mar 15 Coward & Co, Mincing ln
 LEMON, HENRY, West hill, Highgate, Stock Dealer Feb 24 Masterman & Everington Passages in
 LEWES, EDWARD LANFAIR, Waterloo, Lancs, Clerk to the Bootle Magistrates Feb 29 Snowball & Co, Liverpool
 LIDDLE, ROSINA, Brandenburg rd, Fulham Mar 1 Potheary & Co, Gresham bldgs
 MARTIN, CHARLES HENRY, Alvechurch, Worcester, Farmer Mar 1 Pepper & Co, Birmingham
 MARTIN, R V WALTER WILLIAMS, Bath Mar 25 Gill & Bush, Bath
 MEAD, JOHN HENRY, Westbere, nr Canterbury, Cattle Salesman Feb 15 Furley & Furley, Canterbury
 MELLOR, Rt Hon JOHN WILLIAM, PC, KC, St George's sq Mar 11 Busk & Co, Lincoln's inn fields
 MONCKTON, ARTHUR, Park rd, Beckenham Mar 1 Payne, Budge row
 MORGAN, THOMAS, Bridgend, Glam, Butcher Feb 20 Stockwood & Williams, Bridgend
 MURCHIE, MARY ELIZABETH POLLARD, Brisham, Devon Feb 26 Satchell & Co, King st
 PARKER, GEORGE, Stoke Gifford, Glos, Farmer Mar 1 Meade-King & Co, Bristol
 PRATT, SARAH HANNAH, Hipperholme, nr Halifax, Yorks Mar 1 Riley, Halifax
 RAIKES, CHARLES ALBERT, Abbey gdns, St John's Wood Feb 29 Topham, Borough High st
 ROBBINS, FRANCIS, JP, Weston sub Edge, Glos Feb 20 Geoffrey & New, Chipping Campden
 ROGERS, JAMES MACDONALD, Valletta, Malta, Fleet Surgeon Mar 1 Sheffield & Co, King st
 SELFE, GEORGINA, Amesbury, Wilts Mar 25 Marsh & Warry, Yeovil
 SOUTER, Rt Rev JOSEPH HENRY, Leamington Mar 1 Whible, Leamington
 TANNER, WILLIAM JOHN, Caelston, Torquay Feb 5 Gears & Mathew, Exeter
 THOMAS, WILLIAM, Tirdeunaw, nr Swansea Feb 29 James, Swansea
 THRELKELD, WILLIAM, Kirkoswald, Cumberland, Wool Merchant Feb 27 Arnison & Co, Penrith
 TODD, CAROLINE, Abbey rd, St John's Wood Mar 1 Simpson & Co, Gracechurch st
 TOMPSON, WILLIAM, Bury St Edmund Mar 25 Greene & Greene, Bury St Edmunds
 VALENTINE, RICHARD, Lambeth sq, Lower Marsh Feb 10 Nowell & Rawes, King st, Covent Garden
 WILKINSON, ALICE EMMA, Westgate on Sea Feb 29 Peacock & Goddard, South sq, Gray's Inn
 WILLIAMS, JOHN, Liverpool, Master Mariner Feb 7 Thomas & Co, Liverpool

Bankruptcy Notices.

London Gazette.—FRIDAY, Jan. 19.

RECEIVING ORDERS.

BAKENDALE, JOSEPH, Daubhill, Bolton, Grocer Bolton
 Pet Jan 16 Ord Jan 16
 BECH, WILLIAM HENDERT, Bolton, Beereller Bolton
 Pet Jan 15 Ord Jan 15
 BERNELL, PHILIP, Kingston, Surrey, Stockbroker High
 Court Pet Nov 25 Ord Jan 16
 BOULTER, SARAH SOPHIA, Llandefley, Llandefley Leominster
 Pet Jan 17 Ord Jan 17
 CASTLE, DANIEL, Leamington, Livery Stable Keeper War-
 wick Pet Jan 16 Ord Jan 16
 CHAMPION, HARRY, New Malden, Surrey, Coal Merchant
 High Court Pet Dec 19 Ord Jan 16
 CHAPMAN, JOHN MITCHELL, Jermyn st, Piccadilly High
 Court Pet Dec 14 Ord Jan 16
 CORDOCK, JOHN ROBERT, Great Grimsby, Grocer Great
 Grimsby Pet Jan 17 Ord Jan 17
 GOUDGE, EDWARD, Copthall av, Goldsmith High Court
 Pet Jan 16 Ord Jan 16
 HALL, JOHN WILLIAM, South Croxton, Leicester, Grazier
 Leicester Pet Jan 17 Ord Jan 17
 HAM, HENRY, Black Torrington, Devon, Farmer Barnstaple
 Pet Jan 17 Ord Jan 17
 HANCOCK, FREDERICK JAMES, Penarth, Engineer Cardiff
 Pet Dec 30 Ord Jan 16
 JACOBS, GEORGE HERBERT, Cromer, School Attendance
 Officer Norwich Pet Jan 16 Ord Jan 16
 JOHNSTON, FREDERICK J, Belsize av, Hampstead,
 Consumer Brentford Pet Dec 19 Ord Jan 17
 JOLLY, ALFRED, Clare, Suffolk, Butcher Cambridge Pet
 Jan 17 Ord Jan 17
 MACLURE, FREDERICK CAVERDISH, Glenmore rd, Belsize
 Park, Hampstead, Military Tutor High Court Pet
 Jan 16 Ord Jan 15
 MAIDEN, JOSEPH, Bridgnorth, Salop, Coal Merchant
 Shrewsbury Pet Jan 15 Ord Jan 15
 MALLETT, EDWARD MALLETT, Oakley rd, South Norwood
 Croydon Pet Jan 16 Ord Jan 16
 MINNEY, THOMAS, Rushden, Northampton Leather Dealer
 Northampton Pet Jan 16 Ord Jan 16
 MORETON, HARRY, Edenhall st, Golborne rd, Kennal Rise,
 Grocer High Court Pet Dec 15 Ord Jan 17

NOOK, FRANCIS JOHN, Carlton, Notts, Painter Nottingham
 Pet Jan 15 Ord Jan 16
 PEST, JAMES HENRY, Worpleston, Surrey, Physician
 Guildford Pet Dec 22 Ord Jan 17
 PENROTT & Co, W H, Lendenhall st, Merchants High
 Court Pet Nov 17 Ord Jan 17
 PINESET, WILLIAM HENRY, Teignmouth, Brewer's Assistant
 Exeter Pet Jan 13 Ord Jan 13
 PAICE, GEORGE, Bridgnorth, Coach Builder Shrewsbury
 Pet Jan 15 Ord Jan 15
 ROSEBORN, MARK, Leeds, Bespoke Tailor Leeds Pet
 Jan 17 Ord Jan 17
 SENIOR, ARTHUR JOHN, Farnborough, Southampton,
 Stationer Guildford Pet Jan 15 Ord Jan 15
 SOUTH, JAMES EDWARD, Little Hale Fen, Lincs, Farmer
 Boston Pet Jan 16 Ord Jan 16
 SOWINSKI and Co, Great Portland st, Furriers High Court
 Pet Jan 15 Ord Jan 15
 SPENCER, THOMAS, FREDERICK GEORGE SPENCER, and JOHN
 SPENCER, Lutheran pl, Upper Fulse hill, Coach-
 builders High Court Pet Jan 16 Ord Jan 16
 STAPLE, WILLIAM JOHN, Helston, Cornwall, Builder Truro
 Pet Jan 16 Ord Jan 16
 TRESSEMAN, HARRY MILNER, Leeds, Restaurant Proprietor
 Leeds Pet Jan 16 Ord Jan 16
 TREV, ARTHUR HENRY (senior), Cullercoats, Northumber-
 land Newcastle upon Tyne Pet Jan 15 Ord Jan 16
 THOMAS, PETER, St Nicholas, Glam, Farmer Cardiff Pet
 Jan 16 Ord Jan 16
 THOMPSON, JOSIAH JOSEPH, Hastings, Clothier Hastings
 Pet Jan 16 Ord Jan 16
 WALLACE, CHARLES, Birmingham, Fruiterer Birmingham
 Pet Jan 10 Ord Jan 15
 WICKHAM, NATALIE CORNELIE HENRIETTE, Southbourne
 on Sea, Bourne mouth Poole Pet Jan 16 Ord
 Jan 16
 WITTENBERG, JOSEPH, Chester le Street, Durham
 Fruiterer Darnam Pet Jan 15 Ord Jan 15

FIRST MEETINGS.

ATTOR, JOHN, Norwich, Furniture Broker Jan 29 at 1 Off
 Rec, 8, King st, Norwich
 BERNELL, PHILIP, Kingston, Surrey, Stockbroker Jan 30
 at 1 Bankruptcy bldgs, Carey st
 CHAMBERS, REGINALD JAMES, Shadoxhurst, Kent, Farmer
 Jan 27 at 11.30 Off Rec, 88a, Castle st, Canterbury

CHAMPION, HARRY, New Malden, Surrey, Coal Merchant
 Jan 30 at 11.30 Bankruptcy bldgs, Carey st
 CHAPMAN, JOHN MITCHELL, Jermyn st, Piccadilly Jan 30 at
 11 Bankruptcy bldgs, Carey st
 CLAYTON, JOSEPH, Denton, Lancs, Builder Jan 27 at 11
 Off Rec, Byrom st, Manchester
 COOPER, ELIZABETH, Jeffery's rd, Clapham Jan 27 at 11.30
 Off Rec, 12a, Marlborough pl, Brighton
 DE JOSE, SAKUBU, Liverpool, Draper's Assistant Jan 30 at
 11 Off Rec, 35, Victoria st, Liverpool
 EVANS, CHARLES ORIEL, Margate, Licensed Victualler Jan
 27 at 12 Off Rec, 68a, Castle st, Canterbury
 GAZE, JOHN, jun, Oulton Broad, Suffolk, Wholesale Pork
 Butcher Jan 27 at 12 Off Rec, 8, King st, Norwich
 GOUDGE, EDWARD, Copthall av, Goldsmith Jan 31 at 12
 Bankruptcy bldgs, Carey st
 HALL, JOHN WILLIAM, South Croxton, Leicester, Grazier
 Jan 29 at 12 Off Rec, 1, Berridge st, Leicester
 HAMMOND, GEORGE THOMAS ROBERT, and ALFRED MILES,
 Ilford, Essex, Builders and Contractors Jan 29 at 12
 Bankruptcy bldgs, Carey st
 HAYNES, WILLIAM HENRY THOMAS, Hanworth rd, Houns-
 low, Builder's Merchant Jan 29 at 3 Off Rec, 14,
 Bedford row
 HENRY, JOHN, Liverpool, Professor of Singing Jan 30 at
 12 Off Rec, 35, Victoria st, Liverpool
 JACKSON, MINNIE, Forth, Glam, Feb 1 at 11.30 St Cath-
 erine's chmbrs, St Catherine's st, Pontypidd
 KERRIGAN, MICHAEL, Wigan, Builder Jan 31 at 11
 Clarence Hotel, Warrgate, Wigan
 LEWIS, GEORGE THOMAS, Bream, Gloucester, Builder Jan
 27 at 11 Off Rec, 144, Com mercial st, Newport, Mon
 MACLURE, FREDERICK CAVERDISH, Glenmore rd, Belsize
 Park, Hampstead, Military Tutor Jan 31 at 11
 Bankruptcy bldgs, Carey st
 MAIDER, JOSEPH, Bridgnorth, Coal Merchant Feb 3 at
 1.30 Off Rec, 22, Swanhill, Shrewsbury
 MASON, HARRY HERBERT, Tipton Jan 29 at 12 Off Rec,
 1, Priory st, Dudley
 MORETON, HARRY, Edenhall st, Golborne rd, Kennal rise,
 Grocer Jan 31 at 1 Bankruptcy bldgs, Carey st
 NICHOLSON, WILLIAM GEORGE, and HENRI DE NEUT, Cowley
 mans, Cowley rd, Brighton (As previously gawted)
 PENROTT and Co, W H, Lendenhall st, Merchants Jan 31
 at 1 Bankruptcy bldgs, Carey st
 PINESET, WILLIAM HENRY, Teignmouth, Brewer's Assistant
 Jan 29 at 11.30 Off Rec, 9, Bedford rd, Exeter

THE LICENSES INSURANCE CORPORATION AND GUARANTEE FUND, LIMITED.

24, MOORGATE STREET, LONDON, E.C.

ESTABLISHED IN 1890.

SPECIALISTS IN ALL LICENSING MATTERS.

Upwards of 650 Appeals to Quarter Sessions have been conducted under the direction and supervision of the Corporation.
 Suitable Insurance Clauses for inserting in Leases or Mortgages of Licensed Property, Settled by Counsel, will be sent on application.

The Corporation has extended its operations, and, in addition to Licenses Insurance, now covers risks in connection with:—Fire, Consequential Loss, Burglary, Workmen's Compensation, Fidelity Guarantee, Third Party, etc., under a perfected Pooling system of Insurance.

APPLY FOR PROSPECTUS.

PAIG, GEORGE, Bridgnorth, Salop, Coach Builder Feb 3 at 2 Off Rec, 22, Swan Hill, Shrewsbury
 SOWINKE and Co, Great Portland st, Fursiers Jan 31 at 11.30 Bankruptcy bldg, Carey st
 SPENCER, THOMAS, FREDERICK GEORGE SPENCER, and JOHN SPENCER, Luthern pl, Upper Tuile Hill, Coachbuilders Jan 31 at 12 Bankruptcy bldg, Carey st
 TRESSEYMAN, HARRY MILNER, Leeds, Restaurant Proprietor Jan 23 at 11 Off Rec, 24, Bond st, Leeds
 THOMPSON, JOSHUA JOSEPH, Hastings, Outfitter Jan 27 at 12 Off Rec, 12A, Marlborough pl, Brighton
 WALLACE, CHARLES, Birmingham, Fruiterer Jan 29 at 12.30 Ruskin chambers, 191, Corporation st, Birmingham
 WAT, NORMAN BARNISTER, West Sannside, Sunderland, Solicitor Jan 31 at 2.30 Off Rec, 3, Manor pl, Sunderland
 WICKHAM, NATALIE CORNELIE HENRIETTE, Southbourne on Sea, Bourneouth Jan 27 at 11 Off Rec, Midland Bank chmbrs, High st, Southampton
 WOOD, SAMUEL ARTHUR, Sneathwick, Staff, Commercial Traveller Jan 29 at 12 Ruskin chmbrs, 191, Corporation st, Birmingham

ADJUDICATIONS.

BAKERDALE, JOSEPH, Bolton, Grocer Bolton Pet Jan 10 Ord Jan 16
 BEECH, WILLIAM HERBERT, Bolton, Berseller Bolton Pet Jan 15 Ord Jan 15
 BOULTER, SARAH SOFIA, Llandegley, Radnor Leominster Pet Jan 17 Ord Jan 17
 BYE, ELMEST SIMPSON, Sheffield, Fancy Draper Sheffield Pet Dec 23 Ord Jan 17
 CANTLEY, DANIEL, Leamington, Livery Stable Keeper Warwick Pet Jan 16 Ord Jan 16
 CHAPMAN, OSCAR SUTTON, Portsmouth Portsmouth Pet Nov 2 Ord Jan 16
 GORDON, JOHN GORDON, Great Grimby, Grocer Great Grimby Pet Jan 17 Ord Jan 17
 DANVOD, QUAMINA, St Swithin's in High Court Pet Oct 3 Ord Jan 15
 DEACON, FREDERICK, Addlestone, Surrey, Builder Kingston, Surrey Pet Jan 12 Ord Jan 16
 DEMERY, THOMAS LEWIS, The Great Northern Hotel, King's Cross High Court Pet July 21 Ord Jan 16
 EVANS, CHARLES OSCAR, Margate, Licensed Victualler Canterbury Pet Jan 16 Ord Jan 15
 GOLDSTEIN, NATHAN, Crickwood, Middlesex, Hosier High Court Pet Dec 21 Ord Jan 17
 GOUDIE, EDWARD, Couthall av, Goldsmith High Court Pet Jan 16 Ord Jan 16
 HAN, HENRY, Black Torrington, Devon, Farmer Barnstaple Pet Jan 17 Ord Jan 17
 JACQUES, GEORGE HERBERT, Cromer, School Attendance Officer Norwich Pet Jan 16 Ord Jan 16
 JULY, ALFRED, Glanc, Suffolk, Butcher Cambridge Pet Jan 17 Ord Jan 17
 LEWIS, GEORGE THOMAS, Bream, Gloucester, Builder Newport, Mon Pet Jan 9 Ord Jan 16
 LONGWORTH, HAROLD, Lauderdale mans, Maida Vale High Court Pet Oct 31 Ord Jan 17
 MACLEOD, FREDERICK CAMERON, Glenmore rd, Belsize Park, Hampstead, Military Tutor High Court Pet Jan 10 Ord Jan 15
 MAIDEN, JOSEPH, Bridgnorth, Salop, Coal Merchant Shrewsbury Pet Jan 15 Ord Jan 15
 MALLETT, EDWARD MALLETT, Oakley rd, South Norwood Croydon Pet Jan 16 Ord Jan 16
 MINNEY, THOMAS, Rushden, Northampton, Leather Dealer Northampton Pet Jan 16 Ord Jan 16
 MOTT, LEWIS MARSH, Watlington rd, Paddington, Baker High Court Pet Jan 12 Ord Jan 15
 NOON, FRANCIS JOHN, Carlton, Notts, Painter Nottingham Pet Jan 16 Ord Jan 16
 NORTON, DANIEL, Chelyne court, Chelsea, Timber Merchant High Court Pet Jan 2 Ord Jan 15
 PINNEY, WILLIAM HENRY, Teignmouth, Brewer's Assistant Exeter Pet Jan 13 Ord Jan 13
 PAIG, GEORGE, Bridgnorth, Salop, Coach Builder Shrewsbury Pet Jan 15 Ord Jan 15
 ROSEBOM, MARK, Leeds, Bespoke Tailor Leeds Pet Jan 17 Ord Jan 17
 SHAW, LEONARD BARNETT, Loampit vale, Lewisham, Printer Greenwich Pet Dec 8 Ord Jan 16
 SOUTH, JAMES EDWARD, Little Hale Fen, Lincs, Farmer Boston Pet Jan 16 Ord Jan 16
 SPENCER, THOMAS, FREDERICK GEORGE SPENCER, and JOHN SPENCER, Luthern pl, Upper Tuile Hill, Coachbuilders High Court Pet Jan 16 Ord Jan 16
 STAPLE, WILLIAM JOHN, Helston, Cornwall, Builder Truro Pet Jan 16 Ord Jan 16
 SWAN, ARTHUR, Stroud Green rd, Hornsey, Undertaker High Court Pet Dec 12 Ord Jan 5
 TRENTMAN, HARRY MILNER, Leeds, Restaurant Proprietor Leeds Pet Jan 16 Ord Jan 16
 THEW, ARTHUR HENRY, sen, Cullercoats, Northumberland Newcastle upon Tyne Pet Jan 16 Ord Jan 16
 THOMAS, PETER, St Nicholas, Glam, Farmer Cardiff Pet Jan 16 Ord Jan 16
 THOMPSON, JOSHUA JOSEPH, Hastings, Clothier Hastings Pet Jan 16 Ord Jan 16
 TILLY, TOM RAFFILL, Redland, Bristol, Furniture Dealer Bristol Pet Dec 21 Ord Jan 17
 WALLACE, CHARLES, Birmingham, Fruiterer Birmingham Pet Jan 10 Ord Jan 17
 WICKHAM, NATALIE CORNELIE HENRIETTE, Southbourne on Sea, Bourneouth Poole Pet Jan 16 Ord Jan 16
 WITHERSPOON, JOSEPH, Chester le Street, Durham, Fruiterer Durham Pet Jan 16 Ord Jan 15

London Gazette.—TUESDAY, JAN. 23.

RECEIVING ORDERS.

ARNOTT, GEORGE WILLIAM, Hillsborough, Sh field Provision Dealer Sheffield Pet Jan 18 Ord Jan 19
 BARTLETT, AMY JANE, Bristol, School Mistress Bristol Pet Jan 18 Ord Jan 18
 BATH, WILLIAM STANLEY, Furton Mill, nr Swindon Miller Swindon Pet Jan 18 Ord Jan 12

BOOMMAN, HENRY SYDNEY, Bartram rd, Hendon, Caterer's Assistant Barnet Pet Jan 20 Ord Jan 20
 BRISLEY, CHARLES Balham High rd, Balham, Licensed Victualler's Manager Wandsworth Pet Jan 20 Ord Jan 20
 COGGAN, EDMUND THOMAS, St Nicholas, nr Cowbridge, Glam, Farmer Cardiff Pet Jan 17 Ord Jan 17
 EDWARDS, WILLIAM CHARLES, and EDWARD JAMES STEPHENSON, Leicester, Boot Manufacturers Leicester Pet Jan 18 Ord Jan 18
 ESTELLE, SAMUEL, Tottenham Court rd, Lad or Outfitter High Court Pet Dec 29 Ord Jan 20
 FISHER, FREDERICK, Church r, Brixton, Foreign Fruit Merchant High Court Pet Jan 20 Ord Jan 20
 GOLDSTEIN, BARNETT, Petherton rd, Highbury, Traveller High Court Pet Jan 19 Ord Jan 19
 GREEN, EDWIN GEORGE, Newbury, Tinman's Assistant Newbury Pet Jan 19 Ord Jan 19
 GREGORY, CHARLES, Aylesbury, Dealer in Horses Aylesbury Pet Jan 20 Ord Jan 20
 HERBERT-BURNS, CYRIL GEORGE, Great James st, Bedford row, Auctioneer High Court Pet Dec 13 Ord Jan 19
 HOOPER, WILLIAM EDEN, King's rd, Finsbury Park, Journalist High Court Pet Jan 20 Ord Jan 20
 JOHN, EDWARD ARTHUR, Cardiff, Condiment Manufacturer Cardiff Pet Jan 19 Ord Jan 19
 LOWE, THOMAS ARTHUR, Brigstock rd, Thornton Heath, Surrey Hosier Croydon Pet Jan 18 Ord Jan 18
 LUCKHAM, JOHN HENRY, Stoke, Devonport, Cooked Meat Salesman Plymouth Pet Jan 19 Ord Jan 19
 MARSH, HARRY, Barrow in Furness, Cycle Repairer Barrow in Furness Pet Jan 19 Ord Jan 19
 MILDS, W H, Broad Street House High Court Pet Nov 29 Ord Jan 10
 NICHOLLS, ROBERT CHARLES, Great Yarmouth, Fishing Boat Owner Great Yarmouth Pet Jan 17 Ord Jan 17
 PRIOR, DAVID HARRIS, Talley, Carmarthen, Innkeeper Carmarthen Pet Jan 20 Ord Jan 20
 SIMPSON, WILLIAM HENRY, Wellington, Salop, Licensed Victualler Shrewsbury Pet Jan 19 Ord Jan 19
 SMITH, WILLIAM EDWARD, Coventry, Builder Coventry Pet Jan 18 Ord Jan 20
 THOMPSON, JOHN ALFRED, Coal Exchange, Billingsgate High Court Pet Nov 30 Ord Jan 18
 THORNLEY, ALBERT, Cockermouth, Printer Cockermouth Pet Jan 18 Ord Jan 18
 UNDERWOOD, ABRAHAM, Leeds, Journeyman Painter Leeds Pet Jan 19 Ord Jan 19
 VAUGHAN, THOMAS PHILIP, Amphil, Beds, Licensed Victualler Bedford Pet Jan 19 Ord Jan 19
 VAUGHAN, WILMOT CHARLES, Trafalgar sq High Court Pet Dec 14 Ord Jan 18
 VIVIAN, EMMA LOUISA, Liskeard Plymouth Pet Jan 18 Ord Jan 18
 WATSON, EDWARD ALBERT, Herne Bay, Coal Merchant Canterbury Pet Jan 19 Ord Jan 19
 WHITNEY, F P, Christopher st, Finsbury High Court Pet Dec 13 Ord Jan 19
 WILLIAMS, EDWARD OWEN, Brighton, Boarding House Keeper Brighton Pet Jan 15 Ord Jan 18
 YOUNG, GEORGE ERNEST, Exmouth, Joiner Exeter Pet Jan 17 Ord Jan 17

FIRST MEETINGS.

BARNES, OSCAR HAMILTON, Knowle, Bristol, Theatrical Manager Feb 7 at 11.30 Off Rec, Bristol
 BARTLETT, AMY JANE, Bristol, School Mistress Jan 31 at 12 Off Rec, Bristol
 BATH, WILLIAM STANLEY, Furton Mill, nr Swindon, Miller Feb 2 at 11 Off Rec, 33, Regent cir, Swindon
 BEECH, WILLIAM HERBERT, Bolton, Berseller Jan 31 at 8 Off Rec, 10, Exchange st, Bolton
 CALVERT, JACOB, Clayton le Moors, Builder Jan 31 at 3.15 Railway Hotel, Accrington
 CASTLE, DANIEL, Leamington Livery Stable Keeper Jan 31 at 11.30 Off Rec, 8, High st, Coventry
 COOK, GEORGE, Tattenhall, Chester, Dairyman Feb 2 at 11 Off Rec, 35, Victoria st, Liverpool
 CORDOCK, JOHN ROBERT, Great Grimby, Grocer Jan 31 at 11 Off Rec, St Mary's chmbrs, Great Grimby
 DAVIES, SARAH ELIZABETH, Colwy, Bay, Denbigh, Builder Feb 2 at 12 Crypt chmbrs, Chester
 DEACON, FREDERICK, Addlestone, Surrey, Builder Jan 31 at 11.30 132, York rd, Westminster Bridge rd
 EDWARDS, WILLIAM CHARLES, and EDWARD JAMES STEPHENSON, Leicester, Boot Manufacturers Jan 31 at 4 Off Rec, 1, Berridge st, Leicester
 ESTELLE, SAMUEL, Tottenham Court rd, Ladies' Outfitter Feb 2 at 11.30 Bankruptcy bldg, Carey st
 FISHER, FREDERICK, Church rd, Brixton, Foreign Fruit Merchant Feb 2 at 11 Bankruptcy bldg, Carey st
 GOLDSTEIN, BARNETT, Petherton rd, Highbury, Traveller Feb 1 at 12 Bankruptcy bldg, Carey st
 HAM, HENRY, Black Torrington, Devon, Farmer Jan 31 at 11.30 Off Rec, Bristol
 HATTON, ELI ARTHUR, Bathwick, Bath, Licensed Victualler Feb 2 at 12 Off Rec, 9, Bedford circus, Exeter
 HERBERT-BURNS, CYRIL GEORGE, Great James st, Bedford row, Auctioneer Feb 1 at 12 Bankruptcy bldg, Carey st
 HOOPER, WILLIAM EDEN, King's rd, Finsbury Park, Journalist Feb 1 at 11 Bankruptcy bldg, Carey st
 JACQUES, GEORGE HERBERT, Cromer, School Attendance Officer Jan 31 at 12 Off Rec, 8, King st, Norwich
 MALLETT, EDWARD MALLETT, Oakley rd, South Norwood Jan 31 at 11 132, York rd, Westminster Bridge rd
 PRET, JAMES HENRY, Worplesdon, Surrey, Physician Feb 2 at 11.30 132, York rd, Westminster Bridge rd
 ROSEBOM, MARK, Leeds, Bespoke Tailor Jan 31 at 3 Off Rec, 24, Bond st, Leeds
 SENIOR, ARTHUR JOHN, Farnborough, Southampton Stationer Feb 2 at 11 132, York rd, Westminster Bridge rd
 SIMPSON, WILLIAM HENRY, Wellington, Salop, Licensed Victualler Feb 10 at 11.45 Off Rec, 28, Swanhill, Shrewsbury

THEW, ARTHUR HENRY, sen, Newcastle upon Tyne, No Occupation Jan 31 at 11 Off Rec, 30, Mosley st, Newcastle upon Tyne
 THOMPSON, JOHN ALFRED, Coal Exchange, Billingsgate, Feb 2 at 11 Bankruptcy bldg, Carey st
 TILLY, TOM RAFFILL, Redland, Bristol, Furniture Dealer Jan 31 at 11.45 Off Rec, Bristol
 UNDERWOOD, ABRAHAM, Leeds, Journeyman Painter Feb 1 at 11 Off Rec, 24, Bond st, Leeds
 VAUGHAN, WILMOT CHARLES, Trafalgar sq Feb 1 at 12 Bankruptcy bldg, Carey st
 WATSON, WILLIAM, Haslingdon, Lancs, Comedian Feb 1 at 11.15 Off Rec, Byrom st, Manchester
 WHITNEY, F P, Christopher st, Finsbury Feb 1 Bankruptcy bldg, Carey st
 WILLIAMS, EDWARD OWEN, Brighton, Boarding House Keeper Jan 31 at 11 Off Rec, 12A, Marlborough pl, Brighton
 WITHERSPOON, JOSEPH, Chester le Street, Durham, Fruiterer Jan 31 at 2 Off Rec, 3, Manor pl, Sunderland
 WORMALD, J A, Leadenhall bldg, Company Promoter Feb 1 at 11 Bankruptcy bldg, Carey st
 YOUNG, GEORGE ERNEST, Exmouth, Joiner Jan 31 at 4.15 Off Rec, 9, Bedford circus, Exeter

ADJUDICATIONS.

ARNOTT, GEORGE WILLIAM, Sheffield, Provision Dealer Sheffield Pet Jan 18 Ord Jan 20
 BARTLETT, AMY JANE, Bristol, Schoolmistress Bristol Pet Jan 18 Ord Jan 18
 BATH, WILLIAM STANLEY, Furton Mill, nr Swindon, Miller Swindon Pet Jan 18 Ord Jan 18
 BRISLEY, CHARLES, Balham High rd, Balham, Licensed Victualler's Manager Wandsworth Pet Jan 20 Ord Jan 20
 COGGAN, EDMUND THOMAS, St Nicholas, nr Cowbridge, Glam, Farmer Cardiff Pet Jan 17 Ord Jan 17
 EDWARDS, WILLIAM CHARLES, and EDWARD JAMES STEPHENSON, Leicester, Boot Manufacturers Leicester Pet Jan 18 Ord Jan 18
 GOLDSTEIN, BARNETT, Petherton rd, Highbury, Traveller High Court Pet Jan 19 Ord Jan 19
 GREEN, EDWIN GEORGE, Newbury, Tinman's Assistant Newbury Pet Jan 19 Ord Jan 19
 GREGORY, CHARLES, Aylesbury, Dealer in Horses Aylesbury Pet Jan 20 Ord Jan 20
 HARBERG, FREDERICK ALBERT WEBSTER, Ennismore glia, Queen's Gate High Court Pet Nov 30 Ord Jan 19
 HAMBLING, WILLIAM GEORGE ATTNEAVE, Reading, Architect Reading Pet Dec 16 Ord Jan 19
 HANCOCK, FREDERICK JAMES, Penarth, Engineer Cardiff Pet Dec 3 Ord Jan 19
 HENOSCHBERG, MAURICE JULIUS, Buckley rd, Brondesbury, Picture Dealer High Court Pet Sept 11 Ord Jan 19
 HOOPER, WILLIAM EDEN, King's rd, Finsbury Park, Journalist High Court Pet Jan 20 Ord Jan 20
 HUGHES, EDWARD TALFOURD, New Eltham, Solicitor Greenwich Pet Nov 20 Ord Jan 19
 JOHN, EDWARD ARTHUR, Cardiff, Condiment Manufacturer Cardiff Pet Jan 19 Ord Jan 19
 LEONARD, MAY, Wellsau, Bath Salisbury Pet Nov 30 Ord Jan 20
 LUCKHAM, JOHN HENRY, Stoke Devonport, Cooked Meat Salesman Plymouth Pet Jan 19 Ord Jan 19
 MARSH, HARRY, Barrow in Furness, Cycle Repairer Barrow in Furness Pet Jan 19 Ord Jan 19
 PERROTT, WILLIAM HENRY, Leadenhall st, Merchant High Court Pet Nov 17 Ord Jan 20
 PRICE, DAVID HARRIS, Talley, Carmarthen, Innkeeper Carmarthen Pet Jan 20 Ord Jan 20
 RICHARDSON, REUBEN, Walsall, Tailor Walsall Pet Jan 9 Ord Jan 19
 SENIOR, ARTHUR JOHN, Farnborough, Southampton, Stationer Guildford Pet Jan 15 Ord Jan 15
 SIMPSON, WILLIAM HENRY, Wellington, Salop, Licensed Victualler Shrewsbury Pet Jan 19 Ord Jan 19
 THORNLEY, ALBERT, Cockermouth, Printer Cockermouth Pet Jan 18 Ord Jan 18
 UNDERWOOD, ABRAHAM, Leeds, Journeyman Painter Leeds Pet Jan 19 Ord Jan 19
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 YOUNG, GEORGE ERNEST, Exmouth, Joiner Exeter Pet Jan 17 Ord Jan 17

LONDON GUARANTEE AND ACCIDENT COMPANY, LIMITED.

Established 1859.

The Company's Bonds are Accepted by the High Court as SECURITY for RECEIVERS, LIQUIDATORS and ADMINISTRATORS, for COSTS in Actions where security is ordered to be given, by the Board of Trade for OFFICIALS under the Bankruptcy Acts, and by the Scotch Courts, &c., &c.

Claims Paid Exceed - £2,375,000.

Fidelity Guarantees, Accident and Sickness, Workmen's Compensation and Third Party, Fire and Consequential Loss, Burglary, Lift, Plate Glass and Motor Car Insurances.

HEAD OFFICE:—42-45, New Broad Street, E.C. West End Office: 61, St. James's Street, S.W.

